

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER SP0600-06-1262		PAGE 1 OF 56	
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-06-R-0224	
6. SOLICITATION ISSUE DATE SEPTEMBER 29 2006		7. FOR SOLICITATION INFORMATION CALL: ▷		a. NAME TIFFANY WILSON/GLORIA EDMONDS		b. TELEPHONE NUMBER (no collect calls) (703) 767-9519	
8. OFFER DUE DATE/LOCAL TIME OCTOBER 16, 2006 @ 3:00PM LOCAL FORT BELVOIR TIME		9. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VA 22060-6222 PHONE: (703) 767-9519 FAX: (703) 767-8506 tiffany.wilaon@dla.mil / gloria.edmons@dla.mil		CODE SP0600		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A) SIC: 424720 SIZE STANDARD: 500	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS NET 30 DAYS		13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING K	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		15. DELIVER TO SEE SCHEDULE IN CLAUSE B1.01-100		CODE		16. ADMINISTERED BY SEE BLOCK 9	
17a. CONTRACTOR/OFFEROR BIDDER CODE		FACILITY CAGE CODE		18a. PAYMENT WILL BE MADE BY SEE CLAUSE G150.06.100		CODE	
TELEPHONE NO:		FAX NO:		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA 97XXXx930.5CF0 01 26.01 S33150		26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. *SCHEDULE OF SUPPLIES AND SOLICITATION CLAUSES ARE ATTACHED.		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES, WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR		30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31a. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED		32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		33. SHIP NUMBER	
34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
38. S/R ACCOUNT NO.		39. S/R VOUCHERS NO.		40. PAID BY		41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		42b. RECEIVED AT (Location)	
42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS		43. SIGNATURE OF OFFEROR/CONTRACTOR		43b. NAME AND TITLE OF SIGNER (Type or Print)	
43c. DATE SIGNED		43d. DATE SIGNED		44. SIGNATURE OF CONTRACTING OFFICER (Type or Print)		44b. NAME AND TITLE OF SIGNER (Type or Print)	
44c. DATE SIGNED		44d. DATE SIGNED		45. SIGNATURE OF CONTRACTING OFFICER (Type or Print)		45b. NAME AND TITLE OF SIGNER (Type or Print)	
45c. DATE SIGNED		45d. DATE SIGNED		46. SIGNATURE OF CONTRACTING OFFICER (Type or Print)		46b. NAME AND TITLE OF SIGNER (Type or Print)	
46c. DATE SIGNED		46d. DATE SIGNED		47. SIGNATURE OF CONTRACTING OFFICER (Type or Print)		47b. NAME AND TITLE OF SIGNER (Type or Print)	
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131c. DATE SIGNED		131d. DATE SIGNED		132. SIGNATURE OF CONTRACTING OFFICER (Type or Print)		132b. NAME AND TITLE OF SIGNER (Type or Print)	
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141c. DATE SIGNED		141d. DATE SIGNED		142. SIGNATURE OF CONTRACTING OFFICER (Type or Print)		142b. NAME AND TITLE OF SIGNER (Type or Print)	
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157c. DATE SIGNED		157d. DATE SIGNED		158. SIGNATURE OF CONTRACTING OFFICER (Type or Print)		158b. NAME AND TITLE OF SIGNER (Type or Print)	

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**LIST OF ATTACHMENTS
THE FOLLOWING ARE INCLUDED IN THIS SOLICITATION**

TITLE	LOCATION
[X] DD FORM 1707, INFORMATION TO OFFERORS OR QUOTERS	COVER SHEET
[X] SF 1449, SOLICITATION/ ORDER OF COMMERCIAL ITEMS	ATTACHED
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[X] BASE REFERENCE PRICES	ATTACHMENT 1
[X] OFFEROR SUBMISSION PACKAGE	ATTACHED (OSP)
[X] CONTRACTOR PERFORMANCE DATA SHEET(S)	OSP (ATTACHMENT A)
[X] PRICE DATA SHEETS	OSP (ATTACHMENT B)

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**DEFENSE ENERGY SUPPORT CENTER (DESC)
IN SUPPORT OF
FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
NATIONAL EMERGENCIES REQUIREMENTS**

SOLICITATION SP0600-06-R-0224

Statement of Work

1. BACKGROUND

The Contractor shall provide all ground fuels (commercial grade diesel fuel and gasoline) to the Federal Emergency Management Agency (FEMA) and/or FEMA designated recipients in emergency/disaster relief areas to support disaster mobilization, emergency response and recovery efforts. Contractor support shall cover the range of emergency fuel response services, including rapid deployment of required fuel once Contractor is notified to begin performance. The Contractor shall support these ground fuels requirements in relief areas located in FEMA Region I (Massachusetts, Maine, New Hampshire and Connecticut); Region II (New York, New Jersey, Puerto Rico and the US Virgin Islands); and Region III (Pennsylvania, Delaware, Maryland, and West Virginia). Contractor shall furnish fuel on an f.o.b. destination basis and shall be responsible for all labor, management, supervision, and equipment required to dispense the fuel into receiving vehicles or equipment to support FEMA fuel requirements on a regional/statewide basis. Contractor may also be required to provide fuel to evacuees leaving a disaster area through Contractor established emergency refueling points along the evacuation routes. There are three evacuation routes per state, each state has at least one (1) Mobilization Center, three (3) Staging Areas, and up to 230 Points of Distribution (PODS) located statewide. Performance shall be according to the requirements contained in this Statement of Work (SOW). Fueling shall be appropriately documented in daily logs and delivery documents.

2. GENERAL

2.1. Scope: The scope of this contract includes providing complete ground fuel support, inclusive of mobilization, contractor fuel delivery, and contractor detailed record keeping.

2.2. Ordering: The Contractor will be notified when any line item(s) under the Contract is activated in response to an existing or impending disaster or emergency. Beginning on the date of contract award, the Contractor shall be prepared to provide fuel support to disaster-impacted/targeted areas within 24 hours after Contractor is notified to begin performance. Requirements will be communicated to the Contractor via orders placed by a DESC Ordering Officer. In the event the Contractor receives a fuel order from a source other than DESC, the Contractor should confirm that order in advance by contacting the DESC Contracting Officer. Note that after hours, confirmation can be obtained by contacting DESC's operations center at 1-800-2TOPOFF. Ground fuels, defined for purposes of this contract as Commercial Grade Diesel (CGD) and gasoline, shall be delivered to the location(s) designated in the order. Generally, orders will specify the initial delivery point as a FEMA mobilization center (MC) or staging area (SA), with trucks then being directed to their final distribution point if other than the MC or SA specified in the order. Orders may also specify delivery directly to a final distribution point. Written telecommunication (facsimile and/or email) is authorized for transmittance of fuel orders. Oral orders may be issued but must contain an order number and must be confirmed in writing. In the event that a written confirmation is not received within 24 hours, the Contractor shall notify the Contracting Officer immediately. Unless otherwise stated in the order, delivery shall be made within 24 hours of issuance of the order. The Contractor shall be available for receipt of orders and other communications 24/7 during activation periods.

2.3. Readiness: The Contractor shall have sufficient equipment, personnel and fuel supplies available for rapid deployment to the designated location(s). The Contractor shall have preventive maintenance programs in place to ensure optimum equipment, personnel and fuel supply readiness levels at all times. The Contractor shall have a quality control program to ensure fully compliant services and supplies are provided throughout the contract period. The Contractor shall have the ability to stage and operate fully functioning fueling sites at FEMA specified relief areas. The Contractor shall

also have the ability to find and utilize alternate supply sources in case of pipeline shutdown or any other disruptions in supply. Contractor shall have firm supply and transportation commitments to provide continuous support as necessary.

2.4. Equipment: The Contractor shall ensure that trucks are equipped with standardized equipment for each deployment to the maximum extent possible to enable them to dispense into all possible types of receiving vehicles and equipment as outlined in this SOW and to ensure that the support capability and quality is consistent throughout the period of performance. Equipment deployed shall be sufficient to meet the capacity established in the order and the conditions in the delivery area. Contractor shall have sufficient transportation assets to account for the fact that trucks may be detained for long periods awaiting download or further direction to a distribution point. Contractors are permitted, but not required, to consolidate idle loads to maximize trucking assets. Contractor shall permit FEMA to attach tracking devices to trucks at the MC/SA to permit tracking the load to the final distribution point.

2.5. Deliveries: Contractor shall have the ability to meet deliveries at officially designated MC's or SA's as well as other distribution points within a 300-mile radius of designated mobilization center or staging area sites. The Contractor shall be responsible for performing all ground fuel delivery operations during normal and adverse conditions, 24 hours a day/7 days a week. Contractor shall provide supplies in compliance with contract quality terms and all other local, state and federal regulatory standards and conditions. The Contractor is permitted, but not required, to establish mobile refueling centers, including temporary storage, to facilitate meeting requirements under this contract, provided that it coordinates such efforts with FEMA and the DESC Contracting Officer.

2.6. Compliance with Law: The Contractor is responsible for adherence to applicable local, state, and federal regulations and laws. The Contractor shall be responsible for acquiring all certificates, permits and approvals for the supplies provided. The Contractor shall perform a local code review of the jurisdictional area where the mobilization center is located and implement any requirements determined to be more stringent than that contained in the contract.

3. GOVERNMENT FURNISHED PROPERTY (GFP)/EQUIPMENT (GFE)/SERVICES (GFS)

The Government does not anticipate furnishing GFP/GFE/GFS under any order. While FEMA may attach tracking devices to trucks at the MC's or SA's, these devices remain Government property and are solely for the benefit and use of the Government in tracking fuel deliveries.

4. FUEL SPECIFICATION/REQUIREMENT

4.1. Supplies delivered under this contract shall conform to all Federal, State, and local environmental requirements applicable to the geographic location of the delivery and receiving location on the date of delivery. This includes delivery of fuel and documentation in a manner consistent with any existing or after-imposed Title V (Clean Air Act) Permits. The list of such requirements contained in this contract is not intended to be a complete list, and the Contractor shall be responsible for determining the existence of all such requirements. In the event that a Federal, State, or local environmental requirement is more stringent than a specification contained in this contract, the Contractor shall deliver product that complies with the more stringent requirement. Product that fails to meet the more stringent requirement will be considered to be a nonconforming supply. Product(s) to be supplied shall fully meet the requirements of the applicable specification(s) cited below.

4.2. Changes to Fuel Requirements/Specifications: Orders may be modified by the ordering official(s) designated in Paragraph 2.2 above or by the DESC contracting officer to increase or decrease fuel requirements and/or change the fuel specification. Any changes to fuel specifications must be approved by the Contracting Officer. All increases in fuel requirements must be filled within 24 hours of the order as modified.

4.3. Evaluated Optional Tasks and Associated Deliverables: This contract may require modification during the audit process if unknown issues or unanticipated problems are later discovered. The Contracting Officer will provide an additional order for a price proposal. Work shall not begin until authorization is received from the Contracting Officer.

4.4. Transit Times: The Contractor shall make delivery to the designated destination within the delivery time stipulated in the order. The Contractor shall notify the Contracting Officer or Contracting Officer's Representative immediately if delivery times cannot be met.

4.5. Hours of Service

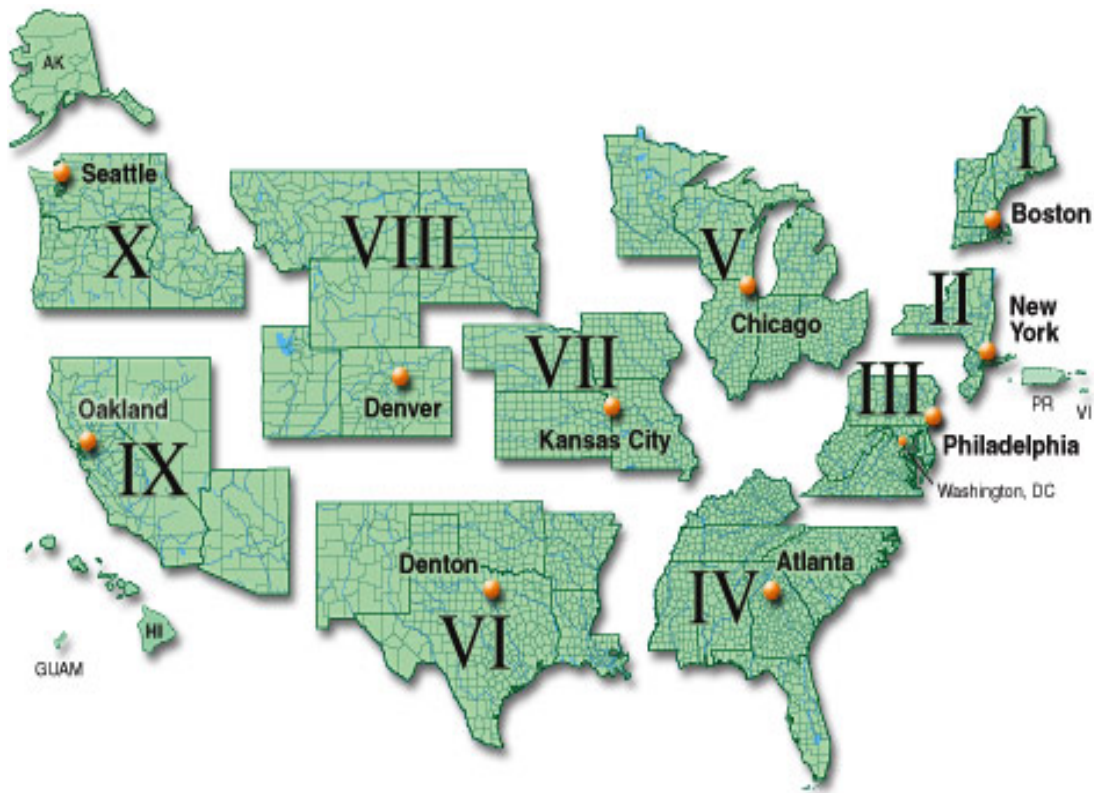
1. Prior to activation of the Contract as described in paragraph 2.2 above, the Contractor shall be available 24 hours a day, 7 days a week for receipt of activation notice and/or orders and be capable of responding within one hour to acknowledge receipt of an activation notice or order.
2. When activated, the Contractor shall provide qualified personnel who are familiar with the contract's terms and conditions 24 hours a day, 7 days a week. The Contractor shall accept orders for service, arrange for fuel delivery, and be able to deliver fuel 24 hours a day, 7 days a week.
3. The Contractor shall remain in activated status until such time as the Contractor receives written notice to stand down from the Contracting Officer.

5. CONTRACTOR FUEL REPORTING REQUIREMENTS

5.1. Reporting Requirements

1. The Contractor shall provide reports with the frequency and contents stated below. The reports should be delivered in hard copy or electronic mail to FEMA HQ Logistics or designated FEMA Logistics representative, as well as to the DESC Contracting Officer.
2. Daily Fuel Delivery Log: A log compiling the detailed data outlined below for all fuel deliveries shall be provided on a daily basis:
 - a.) The Contractor shall document and maintain each ground fuel issue using forms or logs that provide all the information required to fully satisfy the Government's data entry requirements. Currently, the information required consists of the following:
 - (1) Type of fuel delivered;
 - (2) Date of the delivery into the receiving vehicle/equipment;
 - (3) Vehicle Identification Number/Vehicle License Plate Number or equipment serial/government identification number;
 - (4) Delivered quantity.
 - b.) Note that the Government reserves the right to unilaterally modify the documentation information required on the fuel delivery logs at any time.
3. Delivery Documents: The Contractor shall provide a commercial receipt (bill of lading, loading rack meter ticket, or delivery ticket) upon arrival at the initial destination specified in the order. The Government representative at that location will date and sign the commercial receipt and shall be provided with a legible copy.
4. The Contractor will maintain all signed receipts for a period of six years and three months following expiration of the Contract, or any extension thereof, as evidence of delivery and will provide them to the Government upon request.
5. The Contractor shall forward invoices with copies of signed delivery receipts to the applicable paying office stated in the order.

6. MAP OF FEMA REGIONS:



7. MOBILIZATION CENTER (MC) AND STAGING AREA (SA) LOCATIONS BY STATE

Massachusetts:

MC - Westover, AFB

SA - Otis AGB/Camp Edwards, Fort Devens, Hanscom AFB

Maine:

MC - Brunswick NAS

SA - Camp Keyes, ARNG

New Hampshire:

MC - Portsmouth Readiness Center (ARNG)

SA - Concord Readiness Center (ARNG), Camp Johnson, VT

Connecticut:

MC - Bradley (ANG)

SA - Orange (ANG), New London Armory (NG)

New York:

MC - Griffiss Airpark

SA - Fort Drum, Wheel-Sack Army AF

New York:

MC - Stewart ANG

SA - Stratton ANG, Niagara Falls ARS

New Jersey:

MC - Lakehurst Naval Air Station
SA - Picatinny Arsenal

Puerto Rico:

MC - San Juan Air Port

US Virgin Islands:

MC - To Be Determine

Pennsylvania:

MC - Willow Grove NAS
SA - Susquehanna Defense Depot, Tobyhanna Army Depot, Pittsburgh International Air Port

Delaware:

MC - Dover AFB

Maryland:

MC - Cumberland
SA - Andrews AFB

West Virginia:

MC - Yeager Field, Charleston

8. MOBILIZATION CENTER REQUIREMENTS

a. Tractor Trailers (TTs). Mobilization centers will have up to 1,100 TTs. Each TT is estimated to require 100 gallons per day (GPD) of CGD for a total estimated consumption of 110,000 GPD. Included within the 1,100 TTs, will be approximately 400 refrigerated trailers, which are estimated to require an additional 40 GPD of CGD. Therefore, the total estimated TT consumption will be 16,000 GPD.

b. Rental Trucks. Mobilization centers will support up to 50 rental trucks (24' cargo box trucks). Each rental truck is estimated to require 50 GPD of CGD for a total estimated rental truck consumption of 2,500 GPD.

c. Rental Cars. Mobilization centers will support up to 50 rental cars. Each rental car is estimated to require 30 GPD of gasoline for a total rental car consumption of 1,500 GPD.

d. Mobile Disaster Recovery Vehicles. Mobilization centers will also support up to 25 Mobile Disaster Recovery Center Vehicles (MDRC) that will be deployed widely around the state. Each MDRC is estimated to require 35 GPD of CGD for a total MDRC consumption of 875 GPD.

e. National Disaster Medical System Management Team. Mobilization centers will also support one National Disaster Medical System (NDMS) management team (MST). Each NDMS MST, in turn, manages:

- up to ten disaster medical assistance (DMAT) teams,
- one veterinarian medical assistance team (VMAT),
- one disaster portable morgue unit (DPMU), and
- ten strike teams.

The management team and the teams it supports have an estimated total of 33 cargo box trucks (24') and 125 rental cars, plus up to 20 seventy Kilowatt (KW) generators and 30 fifteen KW generators.

- (1) Each 24' cargo box truck is estimated to require 50 GPD of CGD for a total consumption of 1,650 GPD.
- (2) Each rental car is estimated to require 30 GPD of gasoline for a total consumption of 3,750 GPD.
- (3) The average generator's daily fuel requirement is estimated at 75 GPD of CGD for a total consumption of 3,750 GPD.

f. Search and Rescue Management Team. Mobilization (SRMT) centers will also support one Urban Search and Rescue management team (IST). Each IST, in turn, manages up to ten task forces. The management team and the teams it supports have a maximum total of 210 rental and organic vehicles plus up to 20 seventy KW generators and 30 fifteen KW generators.

(1) Each rental car is estimated to require 30 GPD of gasoline for a total consumption of 6,300 GPD.

(2) The average generator's daily fuel requirement is estimated at 75 gallons per day of CGD for a total consumption of 3,750 GPD.

9. STAGING AREA REQUIREMENTS:

a. Tractor Trailers. Each staging area will have up to 300 TTs.

(1) Each TT is estimated to require 100 GPD of CGD for a total TT consumption of 30,000 GPD.

(2) Included in the 300 TTs are 125 refrigerated trailers, which are estimated to require 40 GPD of CGD for a total consumption of 5,000 GPD.

b. Rental Trucks. Staging areas will also support up to 50 rental trucks (24' cargo box trucks). Each rental truck is estimated to require 50 GPD of CGD for a total rental truck consumption of 2,500 GPD.

c. Rental Cars. Staging areas will also support up to 25 rental cars. Each rental car is estimated to require 30 GPD of gasoline for a total rental car consumption of 750 GPD.

10. OTHER POINTS OF DISTRIBUTION FUEL REQUIREMENTS

Generators and Additional Rental Cars: In addition to the vehicle fuel requirements addressed above, FEMA also requires CGD fuel for off-highway use generators and gasoline for rental cars located at base camps, Emergency Operations Centers (EOCs), Interim Operating Facilities (IOFs), Joint Field Offices (JFOs), and other Points of Distribution (PODs) beyond the mobilization sites and staging areas. Based on FEMA's experience, there are an estimated 230 other points of distribution on a state-wide basis.

a. Generators. The average fuel consumption for generators on a statewide basis during a disaster is estimated at 10,200 gallons of CGD per day. Typical generator requirements for PODs include the following:

(1) Total of 250 each 25KW/125KW Generators (for FEMA/USACE missions)

(2) Total of 80 each 126KW/5.2MW Generators (for FEMA/USACE missions)

(3) Total of 10 each 75KW Generators (for miscellaneous missions, e.g., individual shower locations, etc.)

b. Rental Cars. Total EOC/IOF/JFO personal rental car requirements for gasoline is 9,000 gallons per day. This requirement is based on an estimated 300 rental cars with an average usage of 30 gallons per day per car.

11. CHANGES TO STATEMENT OF WORK

Any changes to this SOW shall be authorized and approved only through written correspondence from the Contracting Officer. Costs incurred by the Contractor through the actions of or in reliance upon the representations/requests of parties other than the Contracting Officer shall be borne by the Contractor.

12. RESPONSE AND SUSTAINMENT

Contractor's capability to meet response times and sustainment needs will be evaluated according to the solicitation. The evaluation will concentrate on the contractor's capability to provide support during a disaster or emergency. Random /periodic tests of the Contractor's mobilization and response capability may be required throughout the term of the contract in order to validate Contractor's capability.

13. DEMOBILIZATION

Contractor established response sites shall be demobilized when notified by FEMA or Contracting Officer. The Contractor shall demobilize, clean the site, dispose of all garbage and used materials and return the area to the original (or better) condition within 7 days of the demobilization notice. Expedited demobilization may be needed if the site is threatened by additional disasters or other threatening occurrences put the assets or responders at risk.

B1.01.100 SUPPLIES TO BE FURNISHED (FEMA) (DESC APR 2006)

(a) The supplies to be furnished during the period specified in the REQUIREMENTS clause, the delivery points, methods of delivery, and estimated quantities are shown below. The quantities shown are best estimates of required quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered may be greater than or less than such quantities. The Government agrees to order from the Contractor and the Contractor shall, if ordered, deliver during the contract period all items awarded under this contract. The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT clause.

(b) All items of this contract call for delivery f.o.b. destination unless the item otherwise specifies. The destination for each item is the point of delivery shown in the particular item, except that the Government may require delivery directly to a Point of Destination (POD), in which case the destination will be the POD specified in the order.

(c) Written telecommunication (facsimile) is authorized for transmittance of a properly completed order. Oral orders may be issued but must be confirmed in writing by an order within 24 hours.

(d) If any gasoline items are included in this document, they may require oxygenated fuel as a result of changes in environmental laws. See the SPECIFICATIONS (CONT'D) (COG 3 and COG 2) clause for a listing of counties, cities, and townships that require oxygenated gasoline during the period listed.

(e) Offers shall not be submitted for quantities less than the estimated quantities specified below for each line item, and any such offers will be rejected by the Government.

Region I: The total estimated one year quantity is 88,200 gallons of gasoline and 894,900 gallons of diesel fuel daily.

Region II: The total estimated one year quantity is 106,500 gallons of gasoline and 931,125 of diesel fuel daily.

Region III: The total estimated one year quantity is 85,200 gallons of gasoline and 744,900 of diesel fuel daily.

All regions: The total estimated one year requirements for Regions I, II and III are 279,900 gallons of gasoline daily and 2,570,925 of diesel fuel daily.

(DESC 52.207-9F45)

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) PROVISIONAL REQUIREMENTS

***NOTE:** The following requirements are to support Department of Homeland Security/Federal Emergency Management Agency fuel requirements for disaster mobilization, emergency response and recovery efforts on a regional/statewide basis. Please be advised that DESC intend to award contracts as **“ALL OR NONE BY STATE INCLUDING PUERTO RICO AND THE US VIRGIN ISLANDS.”** Each state has one (1) Mobilization Center and three (3) Staging Areas, supporting up to **230** individual Points of Distribution (PODS) located statewide. POD areas are established on an as needed basis. Quantities for all line items designated are based upon estimated **DAILY USEAGE (WORST-CASE SCENARIO)**. Offerors **may** propose to partially or wholly meet gasoline requirements using gasohol, provided this is clearly indicated in the offer. During the course of the contract, should gasoline become unavailable, gasohol **may** be substituted, however, any such substitution will be at **no additional cost to the Government**. The Contractor shall notify the Government in writing of its intent to substitute Gasohol in advance of loading.

FEMA REQUIREMENTS

REGION – I (MASSACHUSETTS, MAINE, NEW HAMPSHIRE AND CONNECTICUT)

MASSACHUSETTS

WESTOVER AFB, FEMA REGION I, MOBILIZATION CENTER (MC)

DELIVERY FEDAAC: 7033E9

BILLING FEDAAC: 7033E9

ORDERING OFFICE:

<u>ITEM NUMBER</u>	<u>PRODUCT</u>	<u>ESTIMATED QUANTITY</u>
056-28M	GASOLINE, REG UNL (MUR)	20,550 USG

NARRATIVE: TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 685 VEHICLES (30 USG PER VEHICLE ESTIMATED, PER DAY) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

056-68M	DIESEL FUEL #2, LOW SULFUR (LS2)	148,725 USG
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NARRATIVE: TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 2048 VEHICLES AND/OR GENERATORS (30 USG PER VEHICLE AND/OR GENERATOR ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

MASSACHUSETTS

OTIS AGB/CAMP EDWARDS (STAGING AREA)
(MC - WESTOVER AFB, MA)

DELIVERY FEDAAC: 7033E9
BILLING FEDAAC: 7033E9
ORDERING OFFICE:

<u>ITEM NUMBER</u>	<u>PRODUCT</u>	<u>ESTIMATED QUANTITY</u>
057-28S	GASOLINE, REG UNL (MUR)	750 USG

TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 25 VEHICLES (30 USG PER VEHICLE ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

057-68S	DIESEL FUEL #2, LOW SULFUR (LS2)	37,500 USG
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TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 475 VEHICLES (100 USG PER VEHICLE ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

MASSACHUSETTS

FORT DEVENS (STAGING AREA)
(MC - WESTOVER AFB, MA)

DELIVERY FEDAAC: 7033E9
BILLING FEDAAC: 7033E9
ORDERING OFFICE:

<u>ITEM NUMBER</u>	<u>PRODUCT</u>	<u>ESTIMATED QUANTITY</u>
058-28S	GASOLINE, REG UNL (MUR)	750 USG

TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 25 VEHICLES (30 USG PER VEHICLE ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

058-68S	DIESEL FUEL #2, LOW SULFUR (LS2)	37,500 USG
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TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 475 VEHICLES (100 USG PER VEHICLE ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

MASSACHUSETTS

HANSCOM, AFB (STAGING AREA)
(MC - WESTOVER AFB, MA)

DELIVERY FEDAAC: 7033E9
BILLING FEDAAC: 7033E9
ORDERING OFFICE:

<u>ITEM NUMBER</u>	<u>PRODUCT</u>	<u>ESTIMATED QUANTITY</u>
059-28S	GASOLINE, REG UNL (MUR)	750 USG

TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 25 VEHICLES (30 USG PER VEHICLE ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

059-68S	DIESEL FUEL #2, LOW SULFUR (LS2)	37,500 USG
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TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 475 VEHICLES (100 USG PER VEHICLE ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

MAINE

BRUNSWICK NAS, FEMA REGION I, **MOBILIZATION CENTER (MC)**

DELIVERY FEDAAC: 7033E9
BILLING FEDAAC: 7033E9
ORDERING OFFICE:

<u>ITEM NUMBER</u>	<u>PRODUCT</u>	<u>ESTIMATED QUANTITY</u>
060-28M	GASOLINE, REG UNL (MUR)	20,550 USG

NARRATIVE: TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 685 VEHICLES (30 USG PER VEHICLE ESTIMATED, PER DAY) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

060-68M	DIESEL FUEL #2, LOW SULFUR (LS2)	148,725 USG
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NARRATIVE: TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 2048 VEHICLES AND/OR GENERATORS (30 USG PER VEHICLE AND/OR GENERATOR ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

MAINE

CAMP KEYES, ARNG (STAGING AREA)
(MC – BRUNSWICK NAS, ME)

DELIVERY FEDAAC: 7033E9

BILLING FEDAAC: 7033E9

ORDERING OFFICE:

<u>ITEM NUMBER</u>	<u>PRODUCT</u>	<u>ESTIMATED QUANTITY</u>
061-28S	GASOLINE, REG UNL (MUR)	750 USG
TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 25 VEHICLES (30 USG PER VEHICLE ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.		

061-68S	DIESEL FUEL #2, LOW SULFUR (LS2)	37,500 USG
TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 475 VEHICLES (100 USG PER VEHICLE ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.		

NEW HAMPSHIRE

PORTSMOUTH READINESS CENTER ARNG, FEMA REGION I,
MOBILIZATION CENTER (MC)

DELIVERY FEDAAC: 7033E9

BILLING FEDAAC: 7033E9

ORDERING OFFICE:

<u>ITEM NUMBER</u>	<u>PRODUCT</u>	<u>ESTIMATED QUANTITY</u>
062-28M	GASOLINE, REG UNL (MUR)	20,550 USG
NARRATIVE: TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 685 VEHICLES (30 USG PER VEHICLE ESTIMATED, PER DAY) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.		

062-68M	DIESEL FUEL #2, LOW SULFUR (LS2)	148,725 USG
NARRATIVE: TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 2048 VEHICLES AND/OR GENERATORS (30 USG PER VEHICLE AND/OR GENERATOR ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.		

NEW HAMPSHIRE

CONCORD READINESS CENTER ARNG , **STAGING AREA (SA)**
(MC – PORTSMOUTH READINESS CENTER ARNG, MH)

DELIVERY FEDAAC: 7033E9
BILLING FEDAAC: 7033E9
ORDERING OFFICE:

<u>ITEM NUMBER</u>	<u>PRODUCT</u>	<u>ESTIMATED QUANTITY</u>
063-28S	GASOLINE, REG UNL (MUR)	750 USG

TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 25 VEHICLES (30 USG PER VEHICLE ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

063-68S	DIESEL FUEL #2, LOW SULFUR (LS2)	37,500 USG
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TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 475 VEHICLES (100 USG PER VEHICLE ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

VERMONT

CAMP JOHNSON, **STAGING AREA (SA)**
(MC – PORTSMOUTH READINESS CENTER ARNG, NH)

DELIVERY FEDAAC: 7033E9
BILLING FEDAAC: 7033E9
ORDERING OFFICE:

<u>ITEM NUMBER</u>	<u>PRODUCT</u>	<u>ESTIMATED QUANTITY</u>
064-28S	GASOLINE, REG UNL (MUR)	750 USG

TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 25 VEHICLES (30 USG PER VEHICLE ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

064-68S	DIESEL FUEL #2, LOW SULFUR (LS2)	37,500 USG
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TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 475 VEHICLES (100 USG PER VEHICLE ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

CONNECTICUTBRADLEY (ANG), FEMA REGION I, **MOBILIZATION CENTER (MC)****DELIVERY FEDAAC:** 7033E9**BILLING FEDAAC:** 7033E9**ORDERING OFFICE:**

<u>ITEM NUMBER</u>	<u>PRODUCT</u>	<u>ESTIMATED QUANTITY</u>
065-28M	GASOLINE, REG UNL (MUR)	20,550 USG

NARRATIVE: TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 685 VEHICLES (30 USG PER VEHICLE ESTIMATED, PER DAY) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

064-68M	DIESEL FUEL #2, LOW SULFUR (LS2)	148,725 USG
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NARRATIVE: TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 2048 VEHICLES AND/OR GENERATORS (30 USG PER VEHICLE AND/OR GENERATOR ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

CONNECTICUTORANGE (ANG), **STAGING AREA (SA)**

(MC – BRADLEY, ANG, CT)

DELIVERY FEDAAC: 7033E9**BILLING FEDAAC:** 7033E9**ORDERING OFFICE:**

<u>ITEM NUMBER</u>	<u>PRODUCT</u>	<u>ESTIMATED QUANTITY</u>
066-28S	GASOLINE, REG UNL (MUR)	750 USG

TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 25 VEHICLES (30 USG PER VEHICLE ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

066-68S	DIESEL FUEL #2, LOW SULFUR (LS2)	37,500 USG
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TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 475 VEHICLES (100 USG PER VEHICLE ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

CONNECTICUT

NEW LONDON ARMORY (NG), STAGING AREA (SA)
(MC – BRADLEY, ANG, CT)

DELIVERY FEDAAC: 7033E9

BILLING FEDAAC: 7033E9

ORDERING OFFICE:

<u>ITEM NUMBER</u>	<u>PRODUCT</u>	<u>ESTIMATED QUANTITY</u>
067-28S	GASOLINE, REG UNL (MUR)	750 USG

TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 25 VEHICLES (30 USG PER VEHICLE ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

067-68S	DIESEL FUEL #2, LOW SULFUR (LS2)	37,500 USG
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TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 475 VEHICLES (100 USG PER VEHICLE ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

REGION – II (NEW YORK, NEW JERSEY, PUERTO RICO & THE US VIRGIN ISLANDS)**NEW YORK**

GRIFFISS AIRPARK, FEMA REGION II, MOBILIZATION CENTER (MC)

DELIVERY FEDAAC: 7033E9

BILLING FEDAAC: 7033E9

ORDERING OFFICE:

<u>ITEM NUMBER</u>	<u>PRODUCT</u>	<u>ESTIMATED QUANTITY</u>
068-28M	GASOLINE, REG UNL (MUR)	20,550 USG

NARRATIVE: TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 685 VEHICLES (30 USG PER VEHICLE ESTIMATED, PER DAY) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

068-68M	DIESEL FUEL #2, LOW SULFUR (LS2)	148,725 USG
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NARRATIVE: TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 2048 VEHICLES AND/OR GENERATORS (30 USG PER VEHICLE AND/OR GENERATOR ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

NEW YORK

FORT DRUM (STAGING AREA)
(MC – GRIFFISS AIRPARK, NY)

DELIVERY FEDAAC: 7033E9
BILLING FEDAAC: 7033E9
ORDERING OFFICE:

<u>ITEM NUMBER</u>	<u>PRODUCT</u>	<u>ESTIMATED QUANTITY</u>
069-28S	GASOLINE, REG UNL (MUR)	750 USG
TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 25 VEHICLES (30 USG PER VEHICLE ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.		
069-68S	DIESEL FUEL #2, LOW SULFUR (LS2)	37,500 USG
TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 475 VEHICLES (100 USG PER VEHICLE ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.		

NEW YORK

WHEEL-SACK ARMY AF (STAGING AREA)
(MC –GRIFFISS AIR PARK, NY)

DELIVERY FEDAAC: 7033E9
BILLING FEDAAC: 7033E9
ORDERING OFFICE:

<u>ITEM NUMBER</u>	<u>PRODUCT</u>	<u>ESTIMATED QUANTITY</u>
070-28S	GASOLINE, REG UNL (MUR)	750 USG
TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 25 VEHICLES (30 USG PER VEHICLE ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.		
070-68S	DIESEL FUEL #2, LOW SULFUR (LS2)	37,500 USG
TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 475 VEHICLES (100 USG PER VEHICLE ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.		

NEW YORK

STEWART ANG, FEMA REGION II, MOBILIZATION CENTER (MC)

DELIVERY FEDAAC: 7033E9**BILLING FEDAAC:** 7033E9**ORDERING OFFICE:**

<u>ITEM NUMBER</u>	<u>PRODUCT</u>	<u>ESTIMATED QUANTITY</u>
071-28M	GASOLINE, REG UNL (MUR)	20,550 USG

NARRATIVE: TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 685 VEHICLES (30 USG PER VEHICLE ESTIMATED, PER DAY) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

071-68M	DIESEL FUEL #2, LOW SULFUR (LS2)	148,725 USG
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NARRATIVE: TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 2048 VEHICLES AND/OR GENERATORS (30 USG PER VEHICLE AND/OR GENERATOR ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD

NEW YORK

STRATTON ANG, NY (STAGING AREA)

(MC – STEWART ANG, NY)

DELIVERY FEDAAC: 7033E9**BILLING FEDAAC:** 7033E9**ORDERING OFFICE:**

<u>ITEM NUMBER</u>	<u>PRODUCT</u>	<u>ESTIMATED QUANTITY</u>
072-28S	GASOLINE, REG UNL (MUR)	750 USG

TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 25 VEHICLES (30 USG PER VEHICLE ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

072-68S	DIESEL FUEL #2, LOW SULFUR (LS2)	37,500 USG
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TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 475 VEHICLES (100 USG PER VEHICLE ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

NEW YORK

NIAGARA FALLS ARS, NY (STAGING AREA)
(MC – STEWART ANG, NY)

DELIVERY FEDAAC: 7033E9

BILLING FEDAAC: 7033E9

ORDERING OFFICE:

<u>ITEM NUMBER</u>	<u>PRODUCT</u>	<u>ESTIMATED QUANTITY</u>
073-28S	GASOLINE, REG UNL (MUR)	750 USG
TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 25 VEHICLES (30 USG PER VEHICLE ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.		
073-68S	DIESEL FUEL #2, LOW SULFUR (LS2)	37,500 USG
TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 475 VEHICLES (100 USG PER VEHICLE ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.		

NEW JERSEY

LAKEHURST NAVAL AIR STATION, FEMA REGION II, **MOBILIZATION
CENTER (MC)**

DELIVERY FEDAAC: 7033E9

BILLING FEDAAC: 7033E9

ORDERING OFFICE:

<u>ITEM NUMBER</u>	<u>PRODUCT</u>	<u>ESTIMATED QUANTITY</u>
074-28M	GASOLINE, REG UNL (MUR)	20,550 USG
NARRATIVE: TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 685 VEHICLES (30 USG PER VEHICLE ESTIMATED, PER DAY) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.		
074-68M	DIESEL FUEL #2, LOW SULFUR (LS2)	148,725 USG
NARRATIVE: TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 2048 VEHICLES AND/OR GENERATORS (30 USG PER VEHICLE AND/OR GENERATOR ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.		

NEW JERSEY

PICATINNY ARSENAL, NJ (STAGING AREA)

(MC – LAKEHURST NAVAL AIR STATION, NJ)

DELIVERY FEDAAC: 7033E9**BILLING FEDAAC:** 7033E9**ORDERING OFFICE:**

<u>ITEM NUMBER</u>	<u>PRODUCT</u>	<u>ESTIMATED QUANTITY</u>
075-28S	GASOLINE, REG UNL (MUR)	750 USG
TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 25 VEHICLES (30 USG PER VEHICLE ESTIMATED AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.		
075-68M	DIESEL FUEL #2, LOW SULFUR (LS2)	37,500 USG
TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 475 VEHICLES (100 USG PER VEHICLE ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.		

PUERTO RICO

SAN JUAN AIRPORT, FEMA REGION II, MOBILIZATION CENTER (MC)

DELIVERY FEDAAC: 7033E9**BILLING FEDAAC:** 7033E9**ORDERING OFFICE:**

<u>ITEM NUMBER</u>	<u>PRODUCT</u>	<u>ESTIMATED QUANTITY</u>
076-28M	GASOLINE, REG UNL (MUR)	20,550 USG
NARRATIVE: TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 685 VEHICLES (30 USG PER VEHICLE ESTIMATED, PER DAY) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.		
076-68M	DIESEL FUEL #2, LOW SULFUR (LS2)	148,725 USG
NARRATIVE: TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 2048 VEHICLES AND/OR GENERATORS (30 USG PER VEHICLE AND/OR GENERATOR ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.		

US VIRGIN ISLANDTO BE DETERMINED, FEMA REGION II, **MOBILIZATION CENTER (MC)****DELIVERY FEDAAC:** 7033E9**BILLING FEDAAC:** 7033E9**ORDERING OFFICE:**

<u>ITEM NUMBER</u>	<u>PRODUCT</u>	<u>ESTIMATED QUANTITY</u>
077-28M	GASOLINE, REG UNL (MUR)	20,550 USG

NARRATIVE: TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 685 VEHICLES (30 USG PER VEHICLE ESTIMATED, PER DAY) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

077-68	DIESEL FUEL #2, LOW SULFUR (LS2)	148,725 USG
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NARRATIVE: TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 2048 VEHICLES AND/OR GENERATORS (30 USG PER VEHICLE AND/OR GENERATOR ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

REGION – III (PENNSYLVANIA, DELAWARE, MARYLAND, VIRGINIA AND WEST VIRGINIA)**PENNSYLVANIA**WILLOW GROVE NAS, FEMA REGION III, **MOBILIZATION CENTER (MC)****DELIVERY FEDAAC:** 7033E9**BILLING FEDAAC:** 7033E9**ORDERING OFFICE:**

<u>ITEM NUMBER</u>	<u>PRODUCT</u>	<u>ESTIMATED QUANTITY</u>
078-28M	GASOLINE, REG UNL (MUR)	20,550 USG

NARRATIVE: TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 685 VEHICLES (30 USG PER VEHICLE ESTIMATED, PER DAY) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

078-68M	DIESEL FUEL #2, LOW SULFUR (LS2)	148,725 USG
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NARRATIVE: TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 2048 VEHICLES AND/OR GENERATORS (30 USG PER VEHICLE AND/OR GENERATOR ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

PENNSYLVANIA

SUSQUEHANNA DEFENSE DEPOT (STAGING AREA)
(MC – WILLOW GROVE NAS, PA)

DELIVERY FEDAAC: 7033E9
BILLING FEDAAC: 7033E9
ORDERING OFFICE:

<u>ITEM NUMBER</u>	<u>PRODUCT</u>	<u>ESTIMATED QUANTITY</u>
079-28S	GASOLINE, REG UNL (MUR)	750 USG

TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 25 VEHICLES (30 USG PER VEHICLE ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

079-68S	DIESEL FUEL #2, LOW SULFUR (LS2)	37,500 USG
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TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 475 VEHICLES (100 USG PER VEHICLE ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

PENNSYLVANIA

TOBYHANNA ARMY DEPOT (STAGING AREA)
(MC – WILLOW GROVE NAS, PA)

DELIVERY FEDAAC: 7033E9
BILLING FEDAAC: 7033E9
ORDERING OFFICE:

<u>ITEM NUMBER</u>	<u>PRODUCT</u>	<u>ESTIMATED QUANTITY</u>
080-28S	GASOLINE, REG UNL (MUR)	750 USG

TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 25 VEHICLES (30 USG PER VEHICLE ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

080-68S	DIESEL FUEL #2, LOW SULFUR (LS2)	37,500 USG
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TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 475 VEHICLES (100 USG PER VEHICLE ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

PENNSYLVANIA

PITTSBURGH INTERNATIONAL AIRPORT (ARS) (STAGING AREA)
(MC – WILLOW GROVE NAS, PA)

DELIVERY FEDAAC: 7033E9
BILLING FEDAAC: 7033E9
ORDERING OFFICE:

<u>ITEM NUMBER</u>	<u>PRODUCT</u>	<u>ESTIMATED QUANTITY</u>
081-28S	GASOLINE, REG UNL (MUR)	750 USG

TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 25 VEHICLES (30 USG PER VEHICLE ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

081-68S	DIESEL FUEL #2, LOW SULFUR (LS2)	37,500 USG
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TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 475 VEHICLES (100 USG PER VEHICLE ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

DELEWARE

DOVER AFB, FEMA REGION III, MOBILIZATION CENTER (MC)

DELIVERY FEDAAC: 7033E9
BILLING FEDAAC: 7033E9
ORDERING OFFICE:

<u>ITEM NUMBER</u>	<u>PRODUCT</u>	<u>ESTIMATED QUANTITY</u>
082-28M	GASOLINE, REG UNL (MUR)	20,550 USG

NARRATIVE: TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 685 VEHICLES (30 USG PER VEHICLE ESTIMATED, PER DAY) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

082-68M	DIESEL FUEL #2, LOW SULFUR (LS2)	148,725 USG
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NARRATIVE: TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 2048 VEHICLES AND/OR GENERATORS (30 USG PER VEHICLE AND/OR GENERATOR ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

MARYLAND

CUMBERLAND, FEMA REGION III, MOBILIZATION CENTER (MC)

DELIVERY FEDAAC: 7033E9**BILLING FEDAAC:** 7033E9**ORDERING OFFICE:**

<u>ITEM NUMBER</u>	<u>PRODUCT</u>	<u>ESTIMATED QUANTITY</u>
083-28M	GASOLINE, REG UNL (MUR)	20,550 USG

NARRATIVE: TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 685 VEHICLES (30 USG PER VEHICLE ESTIMATED, PER DAY) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

083-68M	DIESEL FUEL #2, LOW SULFUR (LS2)	148,725 USG
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NARRATIVE: TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 2048 VEHICLES AND/OR GENERATORS (30 USG PER VEHICLE AND/OR GENERATOR ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

MARYLAND

ANDREWS AFB (STAGING AREA)

(MC – CUMBERLAND, MD)

DELIVERY FEDAAC: 7033E9**BILLING FEDAAC:** 7033E9**ORDERING OFFICE:**

<u>ITEM NUMBER</u>	<u>PRODUCT</u>	<u>ESTIMATED QUANTITY</u>
084-28S	GASOLINE, REG UNL (MUR)	750 USG

TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 25 VEHICLES (30 USG PER VEHICLE ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

084-68S	DIESEL FUEL #2, LOW SULFUR (LS2)	37,500 USG
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TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 475 VEHICLES (100 USG PER VEHICLE ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

WEST VIRGINIA

YEAGER FIELD CHARLESTON, WV, FEMA REGION III, **MOBILIZATION CENTER (MC)**

DELIVERY FEDAAC: 7033E9

BILLING FEDAAC: 7033E9

ORDERING OFFICE:

<u>ITEM NUMBER</u>	<u>PRODUCT</u>	<u>ESTIMATED QUANTITY</u>
085-28M	GASOLINE, REG UNL (MUR)	20,550 USG

NARRATIVE: TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 685 VEHICLES (30 USG PER VEHICLE ESTIMATED, PER DAY AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

085-68M	DIESEL FUEL #2, LOW SULFUR (LS2)	148,725 USG
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NARRATIVE: TANK WAGON (TW) WITH METER AND PUMP OR TANK TRUCK (TT) WITH METER AND PUMP CAPABLE OF MECHANICALLY PRINTING DELIVERY TICKETS SHOWING THE AMOUNT OF FUEL OFFLOADED INTO AN ESTIMATED 2048 VEHICLES AND/OR GENERATORS (30 USG PER VEHICLE AND/OR GENERATOR ESTIMATED) AS SPECIFIED BY AUTHORIZED GOVERNMENT PERSONNEL FOR A UNSPECIFIED REQUIREMENT PERIOD.

L2.05-5 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (PC&S) (DESC JAN 2006)

(a) **AMENDMENTS TO SOLICITATIONS.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(b) **MASTER SOLICITATION.**

(1) This solicitation is [**X**], is not [] a master solicitation for the **FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)(3.2F)** Purchase Program. If this is a master solicitation, it will contain the terms and conditions for this solicitation and for future supplemental solicitations in the program year. Each supplemental solicitation will incorporate by reference the same terms and conditions as this master solicitation, except as specifically stated in that supplemental solicitation. The identical terms and conditions will not be repeated. (Therefore, if this is a master solicitation, it should be retained for the duration of the program.) However, each supplemental solicitation will be considered a separate and individual solicitation.

(2) The initial opening/**closing date** for the solicitation is **16 OCT 2006**. Subsequent openings/closings for future requirements will be on an as-required basis starting with the first supplemental solicitation and thereafter until the end of the program ordering period as stated in the solicitation.

(c) **SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF OFFERS.**

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, signed and dated offers and modifications thereto shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror at or before the exact time specified in this solicitation. Offerors using commercial carriers should ensure that the offer is marked on the outermost wrapper with the information in subdivisions (i) and (ii) above. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation.

(2) The first page of the offer must show--

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) Include name, title, and signature of person authorized to sign the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (iv) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (v) Terms of any express warranty;
- (vi) Price and any discount terms; and

(L2.05-5 CONT.)

(vii) A completed copy of the representations and certifications in the Offeror Submission Package. **See FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically.**

(3) IFBs ONLY.

(i) Facsimile bids _____ authorized for this solicitation.

(ii) **EVALUATION - Net Payment Terms.** Offers under an IFB that include net payment terms less than 30 days will be determined nonresponsive.

(iii) Prices shall be offered on an economic price adjustment basis only. Firm prices will be nonresponsive and will be rejected.

(iv) The prices set forth on the Price Data Sheet in the block marked "Bid Price" will be a per gallon price. These prices shall not exceed six digits to the right of the decimal (e.g., \$1.030454).

(4) RFPs ONLY.

(i) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or that reject the terms and conditions of the solicitation may be excluded from consideration.

(ii) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(d) NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern that submits an offer in its own name, but which proposes to furnish an item that it did not itself manufacture, is 500 employees.

(e) **PERIOD FOR ACCEPTANCE OF OFFERS.** The offeror agrees to hold the prices in its offer firm for **120** calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(f) **PRODUCT SAMPLES.** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(g) **MULTIPLE OFFERS.** Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(h) LATE SUBMISSIONS, MODIFICATIONS, REVISIONS, AND WITHDRAWALS OF OFFERS.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is **"late"** and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(L2.05-5 CONT.)

- (i) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (j) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars unless otherwise permitted by the solicitation.
- (k) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (l) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (m) **CONTRACT AWARD.**
 - (1) **RFPs ONLY (not applicable to IFBs).**
 - (i) While the Government intends to evaluate offers and award a contract without discussions, it reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.
 - (ii) If the Contracting Officer determines that negotiations are necessary, the Government will then evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.
 - (iii) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
 - (2) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the Government, cost or price and other factors (including subfactors) specified elsewhere in this solicitation, considered.
 - (3) The Government may reject any or all offers if such action is in the Government's interest.
 - (4) The Government may waive informalities and minor irregularities in offers received.
 - (5) The Government may accept any item or group of items of a proposal, unless the offeror qualifies the proposal by specific limitations. Unless otherwise provided in the Schedule, proposals may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
 - (6) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time specified in the offer shall result in a binding contract without further action by either party.
 - (7) The Government may disclose the following information in postaward debriefings to other offerors:
 - (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (n) **AVAILABILITY OF REQUIREMENTS DOCUMENTS CITED IN THE SOLICITATION.**
 - (1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA, FEDERAL SUPPLY SERVICE SPECIFICATIONS SECTION
 470 EAST L'ENFANT PLAZA, SW, SUITE 8100
 WASHINGTON, DC 20407
 TELEPHONE: (202) 619-8925
 FAX: (202) 619-8978

- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the address in (i) above. Additional copies will be issued for a fee.
- (2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:
 - (i) ASSIST (<http://assist.daps.dla.mil>).
 - (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).
 - (iii) ASSISTdocs.com (<http://assistdocs.com>).
- (3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—
 - (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
 - (ii) Phoning the DoDSSP Customer Service Desk at (215) 697-2179, Monday through Friday, 0730 to 1600 EST; or

(L2.05-5 CONT.)

(iii) Ordering from--

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DoDSSP)
 BUILDING 4, SECTION D
 700 ROBBINS AVENUE
 PHILADELPHIA PA 19111-5094
 TELEPHONE: (215) 697-2667/2179
 FAX: (215) 697-1462

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(o) **DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER.** (Applies to offers exceeding \$25,000 and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(p) **CENTRAL CONTRACTOR REGISTRATION (CCR).** Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(q) **DEBRIEFING.** If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award.
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(FAR 52.212-1, **tailored**/DESC 52.212-9F20)

11.03-3.100 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (FEMA) (NON-PORTS INTERNET APPLICATION) (DESC APR 2006)

(a) INSPECTION/ACCEPTANCE.

(1) The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (i) within a reasonable time after the defect was discovered or should have been discovered, and (ii) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(2) Also see the NONCONFORMING SUPPLIES AND SERVICES clause in the Addendum.

(b) **ASSIGNMENT.** The Contractor or its assignee may assign its rights to receive payment due, as a result of performance of this contract, to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes a payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its right to receive payment under this contract.

(c) **CHANGES.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(11.03-3.100 CONT)

(d) **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **DEFINITIONS.** The clause at FAR 52.202-1, DEFINITIONS, is incorporated herein by reference.

(f) **EXCUSABLE DELAYS.** The purpose of this contract is to provide fuel in support of FEMA responses to natural or manmade disasters, including but not limited to fires, floods, epidemics, unusually severe weather, and acts of terrorism. The Contractor shall be liable for default unless nonperformance is caused by acts of the U.S. Government, in either its sovereign or contractual capacity, acts of state or local government personnel acting in their official capacity, or acts of individuals/entities receiving fuel directly from the Contractor. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) **INVOICE.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date and number;
- (3) Contract number, contract line item number, and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice, and
- (9) **Taxpayer Identification Number (TIN).** The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(10) **Electronic funds transfer (EFT) banking information.**

- (i) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (ii) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer – Other Than Central Contractor Registration), or applicable agency procedures.
- (iii) EFT banking information is not required if the Government waived the requirement to pay by EFT. Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) **PATENT INDEMNITY.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) **PAYMENT.**

- (1) **Items accepted.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) **Prompt payment.** The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C 3903) and prompt payment regulations at 5 CFR part 1315.
- (3) **Electronic Funds Transfer (EFT).** If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) **Discount.** In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purposes of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) **Overpayments.** If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) **RISK OF LOSS.** Transportation under this Contract is f.o.b. destination and risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon—

- (1) Delivery of the supplies to the Government at the destination specified in the delivery order. Delivery occurs when the Government representative or designee at the initial destination point signs the delivery ticket or similar document acknowledging receipt of the supplies.

(11.03-3.100 CONT)

(2) For evacuee line items, risk of loss shall pass to the Government when the Contractor commences downloading into the first receiving vehicle.

(k) **TAXES.** See Addendum 2.

(l) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.** The Government reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms and conditions of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) **TERMINATION FOR CAUSE.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) **TITLE.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) **WARRANTY.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) **LIMITATION OF LIABILITY.** Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) **OTHER COMPLIANCES.** The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this contract.

(r) **COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701 et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986, 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) **ORDER OF PRECEDENCE.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services;
- (2) The Assignments; Disputes, Payments; Invoices; Other Compliances; and Compliance with Laws Unique to Government Contracts paragraphs of this clause;
- (3) The clause at 52.212-5;
- (4) Addenda to this solicitation or contract, including any license agreements for computer software;
- (5) Solicitation provisions if this is a solicitation;
- (6) Other paragraphs of this clause;
- (7) Standard Form 1449;
- (8) Other documents, exhibits, and attachments; and
- (9) The specification.

(t) **CENTRAL CONTRACTOR REGISTRATION (CCR).** See the CENTRAL CONTRACTOR REGISTRATION (ALTERNATE A) clause.

(FAR 52.212-4, **tailored**/DESC 52.212-9F50)

K15.02 RELEASE OF UNIT PRICES (PC&S/BUNKERS/INTO-PLANE) (DESC APR 2005)

The Defense Energy Support Center (DESC) may release unit prices of successful offerors after the contract award pursuant to 10 U.S.C. 2305(g)(2), FAR 15.506(d)(2) and 32 CFR 286h-3. DESC may also release unit prices of unsuccessful offerors after contract award that are included in a Government document, such as the Bid Evaluation Model or other similar evaluation documents, in accordance with DoD 5400.7-R (C5.2.8.2). Unit prices are the bottom-line price per unit of product and may include the total contract price. They do not include any breakout of costs, such as transportation or overhead, and do not disclose the offeror's anticipated profit or any pricing factors.

(DESC 52.224-9F27)

L2.01-1.100 PROPOSAL PREPARATION INSTRUCTIONS (FEMA) (DESC APR 2006)

(a) **THE OFFER.** The offer (proposal) shall consist of the following items:

- (1) **Standard Form (SF) 1449**, Solicitation/Contract Order for Commercial Items, Blocks 12, 17 through 24, and 30.
- (2) **Schedule clause.** The offeror shall insert its proposed unit prices for each contract line item in the spaces provided in the SUPPLIES TO BE FURNISHED clause or as specified in the solicitation.
- (3) **Offeror Submission Package.** The offeror shall complete the representations and other statements of offerors contained in the Offeror Submission Package enclosed with this solicitation. The clauses/provisions found in the Offeror Submission Package are duplicated in the basic solicitation. Any resultant contract shall include the general provisions applicable to the selected offeror's organization and type of contract awarded. Any additional clauses required by public law, executive order, or acquisition regulations, in effect at the time of execution of the proposed contract, shall be included.
- (4) **Other Required Documents.** The offeror shall submit all other documents required by the terms and conditions of this solicitation.

(b) **GENERAL INSTRUCTIONS.** The proposal must be prepared in two parts: a "Technical Proposal" and a "Business Proposal/Offer Submission Package." Each part shall be separate and complete in itself so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost or price; however, resource information (such as data concerning labor hours and categories, materials, subcontracts, etc.) must be contained in the technical proposal so that the contractor's understanding of the work statement may be evaluated. Proposals shall consist of two volumes as follows:

- (i) Volume 1, Technical, is limited to 25 total pages and shall be organized as follows:
 - Section 1. Readiness Plan
 - Section 2. Response and Sustainment Plan
 - Section 3. Past Performance and Experience
 - Section 4. Socioeconomic Commitment.
 - (ii) Volume 2, Business/Offer Submission Package (OSP), shall include the completed pricing sheet (provided under attachment to the solicitation) for each **Line Item** of coverage for which the offeror intends to submit a proposal. Pricing shall be provided for the entire ordering period inclusive of option years. This volume shall also include a signed SF-1449, Solicitation, Offer, and Award Commercial Items, completed pricing sheet and completed Offeror Certifications and Representations. Additional pricing instructions are provided on the pricing sheets of the solicitation.
 - (iii) Each volume shall be marked with Solicitation number, Volume and Offeror's name. Pages shall be numbered. Front matter (title pages, tables of contents, cross-reference matrices, acronym lists, and glossaries) may be provided solely for the purpose of easing evaluation. Front matter does not count against the 25 page limitation. Offerors shall ensure that the print is easily readable.
- (1) Proposal content: Offerors are cautioned that the quality of their proposal and adherence to proposal response requirements and/or restrictions are considered reflective of the manner in which the offeror could be expected to conduct orders under this contract and will be given due consideration throughout the evaluation process. Offerors are cautioned that failure to provide all the required information may make the proposal technically unacceptable and may result in elimination of the offeror from further consideration for award.

(L2.01-1.100 CONT)

(2) Deviations/Exceptions in the technical and business proposals: The offeror shall fully explain any deviations, exceptions or conditional assumptions taken with respect to the RFP. Only exceptions detailed in the offer will be treated as exceptions to the terms and conditions of the solicitation. Any exceptions taken by the offeror will be considered by the Government and either accepted or rejected. Any exceptions taken to the specifications shall have amplification and justification in order to be evaluated. The Government reserves the right to accept any exceptions/deviations that the Government determines will result in a benefit to the Government. Exceptions not providing any obvious benefit to the government may result in rejection of such proposal(s) as technically unacceptable. Highlight exceptions in the margin of the proposal where they appear in the text. Offerors may propose substitution of gasohol for gasoline, but must state and explain that exception in their proposal. If the offeror does not take any exceptions, completion of Blocks 12, 17 through 24, and 30 of the SF 1449 signifies the offeror's agreement to the terms and conditions contained in the solicitation.

(3) Amendments to Proposal: Any changes to a proposal made by the offeror after its initial submittal shall be accomplished by replacement pages. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment on the lower right corner of the changed pages.

(4) The Government will evaluate proposals in accordance with evaluation criteria set forth in Section M of the RFP. Failure to respond or follow the instructions regarding the organization and content of the Technical and the Business Proposals may result in the offeror's proposal being removed from further consideration.

(c) TECHNICAL PROPOSAL CONTENT.

(1) **Section 1 - Readiness Plan.** The offeror's proposed readiness plan shall fully describe how the offeror will be prepared to rapidly respond after the contract is activated, including making deliveries within 24 hours of receipt of delivery orders as described in the work statement. The offeror's plan shall fully address the offeror's approach to staging (or having access to) all necessary equipment, personnel, fuel supply and services to successfully deliver and supply fuel, with consideration given to geographic location, scale of disaster and needed capacity. This shall include a detailed description of equipment and assets that will be provided. The readiness plan shall demonstrate that the offeror understands the requirements and has a solution and plan to fulfill the requirements. The firm's readiness plan will be assessed for completeness and ingenuity.

(2) **Section 2 – Response and Sustainment Plan.** Offeror's response and sustainment plan shall fully describe how the offeror can obtain the facilities, equipment, supplies, materials, and personnel to respond to and sustain support to meet FEMA's emergency or disaster fuel requirements. The offeror shall have a clear and concise plan that clearly demonstrates the ability to sufficiently mobilize a substantial effort exceeding the contractor's normal commercial distribution capability.

(3) **Section 3 - Past Performance and Experience.** Offerors shall describe their experience on projects completed in the last five years or currently in process, which are of similar size, scope, complexity, or, in any way, are relevant to the effort required by this request for proposal. Contracts listed may include those entered into by the Federal Government, agencies of State and local governments, and commercial customers. Contracts with the parent or an affiliate of the offeror may not be used. DESC reserves the right, but is not obligated, to consider the past performance of a predecessor company or of the offeror's proposed key personnel who have relevant experience. Offeror shall provide:

(i) Administrative Data

1. Program title or product name
2. Contract number
3. Contract type
4. If a Government contract is involved, identify the procuring and administering Contracting Officers, the National Stock Number (NSN), and the specification number of the items procured. If providing commercial experience, offeror must provide letters with their technical proposal from their commercial customers attesting to their ability regarding timeliness and quality of the product.

(ii) Relevance

1. Brief synopsis of work performed
2. Brief discussion of how the work performed is relevant to this request for proposal
3. Contract Value

(iii) Information on problems encountered on each contract and corrective actions taken to resolve those problems. This explanation should adequately address the specific problems and provide a clear plan or evidence of measures taken to ensure that such problem(s) will not occur again. If the offeror believes that the poor quality or

(L2.01-1.100 CONT)

delinquency was not its fault, or was otherwise excusable, or if there were mitigating circumstances, this should be stated and fully defined.

- (iv) Experience gained on these contracts that will be made available to accomplish the requirements contained under the current solicitation.
- (v) A list of any contracts terminated for convenience or terminated for default within the last five years. Also list any contracts for which the customer did not exercise an option to continue the contract within the last five years.

(4) Section 4 – Socioeconomic Commitment. Socioeconomic commitment ensures that small business; small disadvantaged business and women-owned small business concerns are provided the opportunity to fully participate in this acquisition. Offerors who are not small businesses shall submit a plan as part of the technical proposal consisting of one or more agreements between the offeror and a small business or small disadvantaged firm who participates in carrying out the requirements of the prime contract. The agreement should establish a cooperative agreement, partnership or mentoring relationship. The Plan should include the following information:

- (i) Participants: Cite your criteria in selecting a firm with whom to mentor. In addition, provide the following information with all submissions:
 1. Name, Address and Office/Plant Location for offeror and potential small business concern participants.
 2. Point of Contact, Job Title and Phone Number of all personnel involved in the development and oversight of any agreement from both parties.
 3. The number of people employed by the small business concern.
- (ii) Agreement Type: Describe the type of agreement between the offeror and the small business concern.
 1. The agreement should state the benefits of the plan for both parties.
 2. The agreement should clearly define the roles and responsibilities of each party.
 3. Plans that identify new business ventures rather than expansion of existing agreements are preferred.
 4. The mentoring plan or agreement shall specifically identify the areas of developmental assistance (i.e. management/technical) that will be provided. Provide a discussion of the areas chosen for mentoring.
 5. Describe the scope of the plan (i.e. whether the plan will be specifically related to the requirements contained in the solicitation or will the plan cover government and commercial contracts).
 6. The offeror shall identify and describe the management control techniques that will be used to ensure that contract requirements are met. This should include the record keeping and communication techniques and the methods to be used to control and track performance.
- (iii) Program Objectives: Provide a chart indicating the milestones for program implementation.
 1. Discuss and describe the measurements or yardsticks that will be utilized to determine if program objectives and goals have been met.
 2. Projections of successful program measurements should result in:
 - (a) An increase in the dollar value of the subcontracts awarded to small business/small disadvantaged firms under DoD contracts.
 - (b) An improvement in the level of small business/small disadvantaged business participation in DoD, other Federal agencies and commercial subcontracting opportunities.

(d) COMMUNICATIONS. All communications in reference to this solicitation should be directed to Ms. Gloria Edmonds / Tiffany Wilson, Contract Specialist, who may be contacted on (703) 767-9519/9510 or Mr. Eric Moore, Contracting Officer, at (703) 767-9529. Collect calls will not be accepted. Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist.

(e) PROPOSAL SUBMISSION. One (1) copy of the Technical Proposal and one copy of the Business Proposal shall be submitted in two separate volumes. They shall be enclosed in a sealed envelope and addressed to the issuing office specified in the solicitation, or submitted by facsimile. If submitting a hard copy, the proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror on the face of the envelope.

(L2.01-1.100 CONT)

(1) Proposals must be submitted not later than 3:00 P.M. (Eastern Time), October 16, 2006 at the issuing office as follows:

- (i) Hard Copy Proposals:
ATTN: DESC-P Room 3830
Defense Energy Support Center
8725 John J. Kingman Road Suite 4950
Fort Belvoir, VA 22060-6222

Mailroom Procedure - The proposal must be properly identified on the face of the envelope as set forth above in order to ensure that the date and time of receipt is stamped on the face of the proposal envelope since the Agency mailroom receiving procedures are: (a) date and time stamp those envelopes identified as proposals and deliver them as soon as possible to the appropriate procuring activity, and (b) only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity through the routine mail delivery procedures. To ensure that your proposal arrives at the proper place on time, and to prevent opening by unauthorized individuals, the proposal must also be identified on the envelope or wrapper as follows:

Proposal Submitted in Response to RFP: SP0600-06-R-0224

Contract Specialist: Gloria Edmonds / Tiffany Wilson
ATTN: DESC-P Room 3830
Due Date: 16 OCT 06, 3:00 P.M. Eastern Time (ET).

Hand Delivery - If your proposal is hand delivered, adequate time should be allowed for entrance through DLA security to find parking, locate the appropriate building and room, and submit the proposal by the time specified in the solicitation.

- (ii) Facsimile Proposals: The provisions of Clause L2.11-3, FACSIMILE PROPOSALS – COMMERCIAL ITEMS (NOV 1999) shall apply to facsimile transactions.

L2.11-3 FACSIMILE PROPOSALS - COMMERCIAL ITEMS (DESC NOV 1999)

- (a) **DEFINITION. Facsimile proposal**, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (c) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--
 - (1) The Contracting Officer shall notify the offeror and permit the offeror to resubmit the proposal;
 - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
 - (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.
- (d) The Government reserves the right to make award solely on the facsimile proposal. However, **if requested to do so by the Contracting Officer**, the offeror agrees to promptly submit the **complete**, original, signed proposal, or a hard copy thereof, to be received within 10 days of the opening date. The Government reserves the right to reject any incomplete proposal.
- (e) Facsimile receiving data and compatibility characteristics are as follows:
 - (1) Telephone number of receiving facsimile equipment: **DESC-P (703) 767-8506.**
 - (2) The Defense Energy Support Center's receiving equipment is a Panafax UF-880 facsimile machine. The receiving speed coincides with the applicable sending machine. Each FAX is required to include the following information on a cover sheet or at the top of the first page:

TO: GLORIA EDMONDS, DESC-PEA

FROM: (Originator's name, complete company name and address)

Verification number: (Originator phone number and FAX number)

Description: Solicitation Number: SP0600-06-R-0224

Number of pages:

(L2.11-3 CONT)

(f) If the offeror chooses to transmit a facsimile proposal, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile bid including, but not limited to, the following:

- (1) Receipt of a garbled or incomplete bid.
- (2) Availability or condition of the receiving facsimile equipment.
- (3) Incompatibility between the sending and receiving equipment.
- (4) Delay in transmission or receipt of bid.
- (5) Failure of the bidder to properly identify the bid.
- (6) Illegibility of bid.
- (7) Security of bid data.

(DESC 52.215-9FA6)

L5.01-1 AGENCY PROTESTS (APR 2006) - DLAD

Companies protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accountability Office, or (3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the Agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (**NOTE:** DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

(DLAD 52.233-9000)

L46 SINGLE UNIT PRICE REQUIRED (DESC MAR 1999)

Subparagraph (b)(3) of the DELIVERY CONDITIONS (by various means) clause defines the minimum amount of product that can be required in a single delivery for tank wagons. All offerors must offer a single unit price to provide for the minimum required delivery for tank wagons. All offerors must offer a single unit price to cover any quantity of product that may be required in a single delivery under the contract. Offers that provide for a unit price that fluctuates according to the quantity delivered in a single delivery are not acceptable.

(DESC 52.216-9F10)

L74 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Firm Fixed Price with Economic Price Adjustments (FFP-EPA)** contract resulting from this solicitation.

(FAR 52.216-1)

M43.01 EVALUATION OF OPTIONS (DESC MAY 1999)

(a) Proposals will be evaluated for purposes of award by adding the total price for all option periods to the total price for the basic period. Evaluation of options will not obligate the Government to exercise the option or options.

(b) Any proposal that is materially unbalanced as to prices for basic option periods may be rejected as nonresponsive. An unbalanced offer is one which is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(DESC 52.217-9F05)

M72.02.100 EVALUATION FACTORS FOR BEST OVERALL VALUE (FEMA) (DESC APR 2006)

(a) EVALUATION – GENERAL. Proposals will be evaluated in accordance with applicable FAR regulations. The Government may award multiple contract(s) for each geographic area of coverage (e.g., Texas) resulting from this solicitation to the responsible offeror(s) whose proposal(s) conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The Government will determine best overall value on the basis of an integrated assessment of the following evaluation factors, which are in descending order of importance:

- (1) Technical Capability
 - Subfactor 1: Readiness Plan
 - Subfactor 2: Response and Sustainment Plan
 - Subfactor 3: Past Performance and Experience
- (2) Price
- (3) Socioeconomic Commitment.

The three subfactors under Technical Capability are each weighted equally. The technical proposal is more important than price. Price is more important than socioeconomic commitment. The realism of proposed prices will be considered as a reflection of the offeror's understanding of the requirements of the solicitation. A proposed price that is considered by the Government to be unrealistic for accomplishing the proposed technical approach may constitute a potential performance risk. As proposals become more equal in their technical capability and cost or price, an offeror's socioeconomic commitment may be used as a discriminating factor for determining the selection of a source among otherwise substantially equal offers. Specifically, the extent to which an offeror falls within one of the following categories or intends to use the following types of concerns in performing the contract will be evaluated in descending order of importance:

- i. Small Disadvantaged business Concerns;
- ii. Small Business Concerns which are also Women Owned Small Business Concerns;
- iii. Other Small Business Concerns;
- iv. Other concerns which are Women Owned Business Concerns.

(b) FACTOR RATING. The Government will assign one of the following adjectival ratings to each of the subfactors in the Technical Capability factor: Exceptional; Very Good; Satisfactory; Marginal and Unsatisfactory, based on pre-established standards. An overall adjectival rating will then be applied to the Technical Capability factor. Proposals may be rated differently within each category, i.e., two proposals may receive an exceptional rating, but one may be more exceptional than the other. Socioeconomic commitment will not receive an adjectival rating. Instead, proposals will be ranked on a comparative basis; that is, proposals that demonstrate a strong commitment to the applicable programs shall be ranked more favorably than those that demonstrate little or no commitment to socioeconomic goals.

(c) SOURCE EVALUATION AND SELECTION PROCEDURES.

(1) Overview. After the solicitation closing date, all timely proposals will undergo a technical and business proposal evaluation as described in the paragraph (c)(2) below. The contracting officer will make a competitive range determination based on these evaluations and submit it to the Source Selection Authority (SSA) for approval. Unless award is made on the basis of initial proposals, written and/or oral discussions will be conducted with all offerors in the competitive range. Revised and "best and final" offers resulting from discussions will undergo further technical and business proposal evaluations. Finally a proposal will be selected for award by the SSA.

(2) In determining best overall value, the Government will evaluate and rate each offeror's technical proposal based on pre-established standards. The offer(s) selected as best value will represent the best tradeoff to the Government among technical, price and socioeconomic commitment. The Government may make award to other than the lowest priced offeror; however, the Government will not pay a premium that it considers disproportionate to the benefits associated with the offeror's technical capability, record of past performance and/or socioeconomic commitment.

(d) ACCEPTABILITY OF OFFERS. An offer will be considered acceptable if, and only if, an offeror agrees to the terms and conditions in the solicitation, unless the Government has accepted any exceptions submitted with the offer.

(e) EVALUATION OF TECHNICAL CAPABILITY.

(1) READINESS PLAN. The readiness factor evaluates the effectiveness and efficiency of the offeror's plan in rapidly responding to the government's requirements after the contract is activated. It assesses the offeror's understanding of all aspects of the effort to be performed and the likelihood of success in meeting the Government's requirements. The factor also evaluates the likelihood of successful performance. The readiness plan will also be assessed for completeness and ingenuity.

(2) RESPONSE AND SUSTAINMENT PLAN. The response and sustainment factor evaluates the effectiveness and efficiency of the offeror's plan in responding to and sustaining the government's requirements after the contract is activated and its ability to maintain a high level of performance for a span of time, usually with only 24 hours notice. It assesses the offeror's understanding of all aspects of the effort to be performed and the likelihood of success in meeting and exceeding the Government's requirements by augmenting the offeror's normal commercial distribution capability. The factor also evaluates the offeror's capability to swiftly react to a situation. The response and sustainment plan will also be assessed for completeness and ingenuity.

(M72.02.100 CONT)

(3) PAST PERFORMANCE.

(i) The Government will evaluate, based on pre-established standards, the quality of the offeror's past performance. This may include any aspect of past performance related to this solicitation. The assessment of the offeror's past performance will be used as a means of evaluating the offeror's ability to meet the solicitation requirements. A record of poor past performance may be considered an indication that the offeror has failed to conform to contract requirements and/or to standards of good workmanship; to adhere to contract schedules, including the administrative aspects of performance; to provide reasonable and cooperative behavior and commitment to customer satisfaction; and/or to display a business-like concern for the interests of the customer. Offerors shall be afforded an opportunity to address unfavorable reports of past performance, and the offeror's response, or lack thereof, will be taken into consideration. Recent contracts may be examined to ensure that corrective action measures have been put in place to prevent the recurrence of past performance problems. Prompt actions taken to correct performance problems may be considered a reflection of management concern for customer satisfaction; however, such action may not mitigate all negative performance trends. Additionally, a record of satisfactory or exceptional past performance will not result in a favorable assessment of an otherwise unacceptable proposal. Offerors lacking relevant past performance history or for which past performance information is not available will not be evaluated favorably or unfavorably on past performance.

(ii) The Government reserves the right to consider any information available to it in evaluating an offeror's past performance. This includes information obtained from the offeror's references, past and present customers, subcontractors, and any other sources that may have useful information. However, the Government reserves the right not to contact all of the references listed by the offeror. The Government also reserves the right to assess the offeror's past performance based solely on the offeror's performance under an existing DESC contract or a previous DESC contract for work similar to that required by the solicitation.

(iii) The subfactors listed below are equal to one another in importance and will be used to evaluate past performance:

- a. Quality of Product and Service. Assessment of the offeror's ability to conform to contract requirements, specifications, and standards of good workmanship.
- b. Schedule. Assessment of the offeror's ability to meet delivery schedules, to respond to administrative issues in a timely manner, and to complete a contract.
- c. Business Relations. Assessment of the offeror's commitment to maintaining an acceptable level of performance, customer satisfaction, and meeting small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business participation goals, as applicable. This includes the offeror's history of reasonable and cooperative behavior, participation in problem identification, and corrective action measures.

(f) EVALUATION OF PRICE.

(a) Evaluation of price for each line item will be made by determining the total estimated offer price for that line item. Total estimated price will be determined as follows:

(1) UNIT PRICE PER GALLON: The per gallon unit price will be multiplied by the total estimated quantity solicited for the entire contract period for each line item, resulting in the estimated total unit price for that line item.

(2) ADDITIONAL CHARGES:

(i) Detention: For evaluation purposes, the offered hourly detention rate will be multiplied by 24 hours, resulting in a total detention price.

(ii) Mileage: For evaluation purposes, the offered mileage rate will be multiplied by 300 miles, resulting in a total mileage price.

(3) For each line item, the total detention price and total mileage price will be added to the estimated total unit price, resulting in a total offered price for that line item.

(g) EVALUATION OF SOCIOECONOMIC COMMITMENT.

(1) The Government will evaluate, based on pre-established standards, the extent to which an offeror proposes to use small businesses, veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small businesses. An offeror that demonstrates greater commitment to partnering and subcontracting with small businesses, veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small businesses will receive more favorable ratings. An offeror with higher percentage, complexity level, and variety of participation by small businesses, veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small businesses generally will receive more favorable ratings. An offeror's current efforts to develop additional opportunities for small businesses, veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small businesses will also be considered.

(M72.02.100 CONT)

(2) The offeror's proposal for socioeconomic support will be made a part of any resultant contract for use in determining how well the Contractor adheres to its socioeconomic plan. This plan will be monitored by the Small Business Office (DESC-DU) of the Defense Energy Support

Center as a means of assisting the Contracting Officer in determining how well the Contractor performs. This determination may be used in future best value decisions.

(h) BEST VALUE DETERMINATION. After the technical ratings are determined, a series of paired comparisons will be made between competing offerors. In making these paired comparisons, the Government will determine the difference in technical capability, price and socioeconomic commitment. If, in any paired comparison, one offeror is superior in technical capability and offers the lowest price, then the Government will consider that offeror to represent the better value. But, if the offeror with the superior technical merit offers a higher price than the competing offeror, the Government will decide whether the superior technical capability merits the higher price. If so, then the Government will consider the offeror with superior technical capability at a higher price to represent the best value. Otherwise, the Government will consider the competing offeror with the lower price and lower technical capability rating to represent a better value. If, in any paired comparison, the offerors are equal in the elements of technical capability and price, then the offeror with the superior socioeconomic commitment ranking will represent the better value. The Government will continue to make paired comparisons in this manner until it has identified the offeror that represents the best value based on technical capability, price and socioeconomic commitment. In the event of a tie among all factors and subfactors between two or more offerors

considered to represent the best value, the final award decision shall be made by a drawing by lot limited to those offerors. The drawing shall be witnessed by at least three persons, with the names and addresses of the witnesses and supervising official documented in the contract file.

M3.01 EVALUATION OF OFFERS WHERE UNCOMMON ESCALATORS ARE USED (DESC JAN 1998)

(a) **FOR EVALUATION PURPOSES ONLY**, an evaluation factor will be applied to the Final Proposal Revision (FPR) prices of those items in which uncommon escalators are proposed as a basis for economic price adjustments. The evaluation factor will establish a commonality among the different postings or publications offered in order to ensure that all offerors are evaluated on an equal basis.

(b) The offeror's margin (plus or minus) will be established as the difference between the FPR price and the Final Revised reference price. The margin will then be added to the 12-month average of the posting or publication being proposed to determine the evaluated price. The 12-month average will be calculated over the most recent complete 12-month period prior to the established reference date (i.e., if reference date is August 22, 1994, then the 12-month period would be August 1993 - July 1994).

(DESC 52.216-9F60)

B19.19 ECONOMIC PRICE ADJUSTMENT (PC&S) (DESC APR 2006)

(a) **WARRANTIES.** The Contractor warrants that--

(1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause;

and

(2) The prices to be invoiced hereunder shall be computed daily in accordance with the provisions of this clause.

(b) **DEFINITIONS.** As used throughout this clause, the term--

(1) **Base price** means--

(i) The unit price offered for an item and included in the contract award schedule; or

(ii) During any subsequent program year, either the effective contract price as of the start of the subsequent program year, or the price agreed upon as of the start of the subsequent program year.

(2) **Base reference price** means the reference price for an item as published on 18 SEP 2006. In the event one or more applicable reference prices are not (or were not) published on the date shown, then the term **base reference price** means the reference price for an item as published on the date nearest in time prior to the date shown.

(3) **Reference price** means that published reference price or combination of published reference prices for price adjustment of individual items by product, market area, and publication as specified in (f) below.

(4) **Date of delivery** means--

(i) **FOR TANKER OR BARGE DELIVERIES.**

(A) **F.O.B. ORIGIN.** The date and time vessel commences loading.

(B) **F.O.B. DESTINATION.** The date and time vessel commences discharging.

(ii) **FOR ALL OTHER TYPES OF DELIVERIES.** The date product is received on a truck-by-truck basis.

(B19.19 CONT)

(5) **Published** means issued in either printed or electronic format by the service designated to be employed as an escalator, unless otherwise specifically stated. In the event of a conflict between the price set forth in the print version and those set forth in the electronic version for the same date, the electronic version shall prevail unless otherwise specified in (c) below.

(c) **ADJUSTMENTS.** Contract price adjustments shall be provided via notification through contract modifications and/or posting to the DESC web page under the heading **Doing Business with DESC** to reflect any price change pursuant to this clause.

(1) **CALCULATIONS.** The prices payable hereunder shall be determined by adjusting the award price by the same number of cents, or fraction thereof, that the daily reference price increases or decreases, per like unit of measure. All arithmetical calculations, including the final adjusted unit price, shall be carried to six decimal places.

(i) **OIL PRICE INFORMATION SERVICE (OPIS).** For all items employing OPIS, the reference price in effect on the date of delivery shall be the end of day OPIS rack average effective (6:00 p.m. timestamp) that day. In the event there is no price published for date of delivery, then it shall be the item's reference price that was last in effect.

(ii) **OTHER PUBLICATIONS.** Except for items employing OPIS, the reference price in effect on the date of delivery shall be that item's preselected reference price that is in effect the date of delivery. In the event there is no price published for date of delivery, then it shall be the item's reference price that was last in effect.

(2) **REVISION OF PUBLISHED REFERENCE PRICE.** In the event--

(i) Any applicable reference price is discontinued or its method of derivation is altered substantially; or

(ii) The Contracting Officer determines that the reference price consistently and substantially failed to reflect market conditions--

the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustments hereunder. The contract shall be modified to reflect such substitute effective on the date the reference price was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract.

(3) **FAILURE TO DELIVER.** Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(4) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price pursuant to these economic price adjustment provisions shall not exceed **350** percent of the base price in any applicable program year, except as provided hereafter.

(i) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with an appropriate explanation and documentation as required by the Contracting Officer.

(ii) If an actual increase in the reference price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing.

(d) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representatives shall have the right to examine the Contractor's books, records, documents, or other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.

(e) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

(f) **PUBLICATIONS:** The following publication(s) is (are) used: **SEE ATTACHEDD BASE REFERENCE PRICES ATTACHMENT 1**

(DESC 52.216-9F27)

C16.69-2 SPECIFICATIONS (CONT'D) (COG 2) (DESC MAR 2006)

SPECIAL NOTE: The following paragraph is a restatement of paragraph (a) of the FUEL SPECIFICATIONS (PC&S) clause and is included for emphasis.

Supplies delivered under this contract shall conform to all Federal, State, and local environmental requirements applicable to the geographic location of the receiving activity on the date of delivery. The list of such requirements contained in this contract is not intended to be a complete list, and the Contractor shall be responsible for determining the existence of all such requirements at the time deliveries are made. In the event that a Federal, State, or local environmental requirement is more stringent than a specification contained in this contract, the Contractor shall deliver product that complies with the more stringent requirement. Product that fails to meet the more stringent requirement will be considered to be a nonconforming supply.

(a) **REFORMULATED GASOLINE REQUIREMENTS.** The Clean Air Act Amendments of 1990 require that reformulated gasoline (RFG) be used in cities with the worst smog pollution to reduce harmful emissions of ozone. RFG is gasoline blended to burn cleaner and reduce smog-forming and toxic pollutants in the air we breathe. The following list is current as of May 2006.

<u>LOCATION</u>	<u>PERIOD</u>
CONNECTICUT (entire state)	Year Round
MASSACHUSETTS (entire state)	Year Round
NEW HAMPSHIRE	
Hillsborough, Merrimack, Rockingham, Strafford	Year Round
NEW JERSEY (entire state)	Year Round
NEW YORK COUNTIES	
Bronx, Dutchess, Essex (part), Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester	Year Round
PENNSYLVANIA COUNTIES	
Bucks, Chester, Delaware, Montgomery, Philadelphia	Year Round
RHODE ISLAND (entire state)	Year Round

(b) **LOCATIONS WHERE THE TYPE OF OXYGENATES THAT MAY BE INCLUDED IN GASOLINE OR RFG ARE CURRENTLY LIMITED.** Supply of gasoline or RFG containing certain oxygenates including methyl tertiary-butyl ether (MTBE) has been specifically regulated. Information presented below is current as of May 2006.

<u>LOCATION</u>	<u>OXYGENATE</u>	<u>CONCENTRATION</u>
CONNECTICUT	MTBE	0.5 vol. %
NEW YORK	MTBE	0.5 vol. %

(C16.69-2 CONT)

(c) **LOCATIONS WHERE THE TYPE OF OXYGENATES THAT MAY BE INCLUDED IN GASOLINE OR RFG WILL BE LIMITED IN THE FUTURE.**

<u>LOCATION</u>	<u>EFFECTIVE DATE</u>	<u>TYPE OF OXYGENATE</u>	<u>MAXIMUM CONCENTRATION</u>
NEW HAMPSHIRE	January 1, 2007	Ethers (any type)	0.5 vol.%
RHODE ISLAND	June 1, 2007	Ethers (any type)	0.5 vol.%
VERMONT	January 1, 2007	MTBE	

(DESC 52.246-9FX5)

C16.69-3 SPECIFICATIONS (CONT'D) (COG 3) (DESC MAY 2006)

SPECIAL NOTE: The following paragraph is a restatement of paragraph (a) of the FUEL SPECIFICATIONS (PC&S) clause and is included for emphasis.

Supplies delivered under this contract shall conform to all Federal, State, and local environmental requirements applicable to the geographic location of the receiving activity on the date of delivery. The list of such requirements contained in this contract is not intended to be a complete list, and the Contractor shall be responsible for determining the existence of all such requirements at the time deliveries are made. In the event that a Federal, State, or local environmental requirement is more stringent than a specification contained in this contract, the Contractor shall deliver product that complies with the more stringent requirement. Product that fails to meet the more stringent requirement will be considered to be a nonconforming supply.

(a) **REFORMULATED GASOLINE REQUIREMENTS.** The Clean Air Act Amendments of 1990 require that reformulated gasoline (RFG) be used in cities with the worst smog pollution to reduce harmful emissions of ozone. RFG is gasoline blended to burn cleaner and reduce smog-forming and toxic pollutants in the air we breathe. The following list is current as of May 2006:

<u>LOCATION</u>	<u>PERIOD</u>
DELAWARE (entire state)	Year Round
DISTRICT OF COLUMBIA	Year Round
INDIANA COUNTIES	
Lake, Porter	Year Round
KENTUCKY COUNTIES	
Boone, Bullitt (part), Campbell, Jefferson, Kenton, Oldham (part)	Year Round
MARYLAND CITIES	
Baltimore	Year Round

(C16.69-3 CONT)

MARYLAND COUNTIES

Anne Arundel, Baltimore, Calvert, Year Round
 Carroll, Cecil, Charles, Frederick, Harford,
 Howard, Kent, Montgomery, Prince George's,
 Queen Anne's

VIRGINIA CITIES

Alexandria, Chesapeake, Colonial Heights, Year Round
 Fairfax, Falls Church, Hampton, Hopewell,
 Manassas, Manassas Park, Newport News,
 Norfolk, Poqoson, Portsmouth, Richmond,
 Suffolk, Virginia Beach, Williamsburg

VIRGINIA COUNTIES

Arlington, Charles City, Chesterfield, Year Round
 Fairfax, Hanover, Henrico, James City,
 Loudoun, Prince William, Stafford, York

- (b) **LOCATIONS WHERE THE TYPE OF OXYGENATE ADDITIVES FOR GASOLINE OR RFG ARE CURRENTLY LIMITED.** Supply of gasoline or RFG containing certain oxygenates including methyl-tertiary-butyl-ether (MTBE) has been specifically regulated. Information presented below is current as of May 2006.

<u>LOCATION</u>	<u>TYPE OF OXYGENATE</u>	<u>MAXIMUM CONCENTRATION</u>
INDIANA	MTBE	0.5 vol.%
KENTUCKY	MTBE	0.5 vol.%
(DESC 52.246-9FY1)		

E12 POINT OF ACCEPTANCE (DESC MAY 1969)

On f.o.b. origin deliveries, acceptance of the supplies furnished hereunder will take place at origin, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance. On f.o.b. destination deliveries, acceptance of the supplies furnished hereunder will take place at destination, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance.

(DESC 52.246-9FQ1)

E18.01 INSPECTION SYSTEM (DESC DEC 1993)

(a) Records on product supplied to the U.S. Government by the Contractor or subcontractor (including supplier) shall be kept complete and available to the Government during the performance of this contract and for such longer period as may be specified elsewhere in this contract. The Government reserves the right to perform Quality Inspection at all times and places. The Federal Acquisition Regulation requires that such records be maintained for a period of four years if this contract contains any of the following clauses: AUDIT - SEALED BIDDING; AUDIT - NEGOTIATION; or EXAMINATION OF RECORDS BY THE COMPTROLLER GENERAL.

(b) The Contractor shall furnish hereunder, from time to time, samples of each product or grade of product to be furnished under this contract at the request of, and in the manner and to the place designated by, the Quality Representative; PROVIDED, however, that in no event shall the Contractor be required to furnish during the period of this contract more than five 1-gallon samples of each product or grade of product from each facility from which such product is shipped to the Government. Such samples shall be furnished without charge to the Government and shall be packed, marked, and shipped by the Contractor, shipping expense prepaid, in containers and shipping boxes furnished by the Contractor.

(DESC 52.246-9F95)

E35 NONCONFORMING SUPPLIES AND SERVICES (DESC JAN 2004)

(a) The Government may, at its discretion, accept nonconforming supplies or services. In such cases, the Contractor must obtain a deviation or waiver from the Contracting Officer prior to acceptance.

(b) The following procedures shall be used to request a deviation or waiver to the applicable nonconformance(s). A deviation is a request by a Contractor to deviate from the contract requirements after contract award, but prior to initial production of each product (for the duration of the contract). A waiver is a request by a Contractor to deviate from the contract requirements after initial production of each product (on a case-by-case basis or for a set period).

(1) Requests for deviations and waivers shall be submitted by the Contractor to the Contracting Officer with a copy to the Quality Representative (QR). Each request shall provide the following information: Contractor name; contract number; contract line item and product, if applicable; clause number, paragraph and subparagraph, as appropriate; the nature of the request; the reason for the request; the corrective action being taken by the Contractor to correct and prevent recurrence of the condition(s) causing the nonconformance; and equitable price adjustment offered over the administrative fee. In extraordinary situations, the Contractor may initially submit the request for a waiver, not a deviation, through the cognizant QR to the Contracting Officer or the Contracting Officer's Representative (COR) in the Quality Operations Division (DESC-BQ) of the Defense Energy Support Center (DESC). Extraordinary situation requests shall be submitted formally to the Contracting Officer prior to close of business of the next normal DESC workday (0800 to 1630 hours EST, Monday through Friday, Federal Holidays excluded). As used in this clause, the term extraordinary situation means the matter cannot await resolution until the next normal DESC workday. In addition, if either the Contracting Officer or the COR cannot be reached, the Duty Officer shall be contacted and provided the necessary information to forward to the proper individuals as soon as possible. The Duty Officer's telephone number is **(800) 286-7633** or **(703) 767-8420; (DSN) 427-8420**.

(2) If a deviation or waiver is granted, the contract will be modified to provide an equitable price reduction or other adequate consideration commensurate with the deviation or waiver being granted. If the situation dictates, a deviation or waiver may be granted without prior agreement on price adjustment or other consideration subject to agreement by the Contractor, or its representative, to subsequent negotiation. Such agreement shall be documented on the receiving document or other appropriate correspondence. After negotiations, failure to agree on adequate consideration shall be a dispute concerning a question of fact within the meaning of the Disputes paragraph of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract.

(3) If a deviation or waiver is granted and the nonconforming supplies are accepted, then in no event will consideration be less than \$250 to cover administrative costs, plus any additional cost of Government reinspection or retest, if necessary.

(4) If a deviation or waiver is granted modifying this contract but the supplies accepted are subsequently determined to be in conformity with contract specifications, the Contractor shall still be obligated to pay the consideration originally agreed upon in support of the deviation or waiver. If, however, this consideration exceeds \$500, a second contract modification shall be issued reducing the Contractor's obligation to \$500 (the administrative cost of issuing the two required modifications).

(c) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to reject or to require correction under the INSPECTION OF SUPPLIES – FIXED-PRICE, INSPECTION AND

(E35 CONT)

ACCEPTANCE OF SUPPLIES (SHIPS' BUNKERS), or CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause, then in no event will consideration be less than \$250 to cover administrative costs. This \$250 fee is in addition to—

- (1) Consideration commensurate with the extent of nonconforming supplies; and
- (2) Cost of Government reinspection or retest, if necessary.

The administrative fee will apply to each claim letter issued for off-specification product delivered to an activity.

(d) Contractors shall be held responsible for payment of any fines or penalties imposed on a receiving activity by an environmental enforcement agency, resulting from the delivery of nonconforming supplies under a DESC contract.

(e) Repeated tender of nonconforming supplies or services, including those with only minor defects, will be discouraged by appropriate actions, including, but not limited to rejecting the supplies or services whenever feasible and documenting the Contractor's performance records.

(DESC 52.246-9FQ5)

E37 SOURCE RESTRICTION AND SOURCE INSPECTION (PC&S) (DESC FEB 2004)**(a) SOURCE RESTRICTION.**

(1) If the Contractor delivers any product that is determined to be off-specification, the Contracting Officer (CO) shall thereafter have the right, upon giving written notice, to require the Contractor to designate a single source of supply for each destination set forth in the contract. Upon receiving such notice, the Contractor shall have 10 days to respond, in writing, after which time the source restriction will become effective.

(2) In addition to the name of a single source of supply, the Contractor must provide the address of the terminal or loading point to be used in drawing the requirements for each item in the contract.

(3) The Contractor may change suppliers only after requesting and receiving the express written approval of the CO.

(b) SOURCE INSPECTION.

(1) If serious quality problems arise or if a quality problem recurs, for which the Contractor was supposed to have taken corrective action, the CO shall, in addition to source restriction, have the right to change the inspection point from destination to origin (source) by advising the Contractor in writing. Source inspection will become effective 10 days after written notice has been received by the Contractor.

(2) At the time the change becomes effective—

- (i) All appropriate clauses relating to origin inspection shall be incorporated into the contract for the item(s) involved;
- (ii) Source restriction, if not already in force, will be invoked for all items involved, in accordance with (a) above; and
- (iii) The cognizant DESC field office, upon receiving written notification by the CO, will become the office responsible for inspection at the origin loading or filling point for providing necessary field assistance.

(c) Failure to provide the information requested or to take prompt corrective action may result in the item(s) and/or contract being terminated for default.

(DESC 52.246-9F55)

F1.01-1.100 DELIVERY CONDITIONS FOR TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS (FEMA) (DESC APR 2006)

(a) **F.O.B. ORIGIN.** On items calling for delivery at Contractor's refinery, terminal, or bulk plant f.o.b. transport truck, truck and trailer, or tank wagon—

(1) Supplies ordered hereunder shall be delivered, at Contractor's expense, into equipment specified in the Schedule.

(2) Unless otherwise specified in the Schedule, all deliveries shall be made on the day and time specified in the delivery order provided that the Contractor shall have received the order at least 24 hours prior to the day so specified.

(b) **F.O.B. DESTINATION.** On items calling for delivery f.o.b. destination by means of transport truck, truck and trailer, or tank wagon—

(1) Unless otherwise specified in the Schedule, all deliveries shall be made on the day and time specified in the delivery order, provided that the Contractor shall have received the order at least 24 hours prior to the day so specified.

(2) Delivery conveyances shall be equipped with pump, meter, and a minimum of 100 feet (30 meters) of hose, as well as appropriate equipment to permit dispensing directly into vehicles and other equipment as set forth in the SOW.

(3) The Contractor shall present delivery equipment and product in such condition at destination so as to permit safe, efficient and complete off-loading. Delivery may be refused where Contractor's delivery personnel fail to exercise reasonable care to prevent spills or damage and/or where delivery equipment is poorly maintained.

(4) Free time for dispensing/offloading fuel shall be unlimited. However, Contractor's offer should include a detention rate for idle time during which the Contractor is not dispensing /offloading fuel.

(DESC 52.247-9FH5)

F1.09-2.100 DETERMINATION OF INVOICE QUANTITY (FEMA) (DESC APR 2006)

(a) **INVOICE QUANTITY.** The invoice quantity of supplies furnished under this contract shall be determined by providing the receiving activity with the net quantity, determined at the loading point by a calibrated loading rack meter or calibrated scales. This quantity must be mechanically imprinted on the loading rack meter ticket that is generated by the loading rack meter or scale.

(1) Calibrated meters on the delivery conveyances shall be used to verify amounts actually delivered into receiving vehicles and equipment.

(2) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(3) **WATER BOTTOMS.**

(a) Every delivery must be free of all water bottoms prior to discharge; and

(b) The Contractor is responsible for their removal and disposal.

(4) The Government has the right to have a representative present to witness the measurement of quantity.

(b) **MEASUREMENT STANDARDS.** All measurements and calibrations made to determine invoice quantity shall be in accordance with the most recent edition of the API Manual of Petroleum Measurement Standards (MPMS). Outside the United States, other technically equivalent national or international standards may be used. **Certified capacity tables** shall mean capacity tables prepared by an independent inspector or any independent surveyor. In addition, the following specific standards will be used as applicable:

(1) **API MPMS Chapter 11.1, Temperature and Pressure Volume Correction Factors for Generalized Crude Oils, Refined Products, and Lubricating Oils (this chapter is an adjunct to ASTM D 1250, IP 200 and ISO 91-1).** Either the 2004 or 1980 version of the standard may be used. Either the printed tables (an adjunct to the 1980 version) or the computer subroutine version of the standard may be used. In case of disputes, the computer subroutine and the 2004 version of the standard will be the referee method.

(i) For all fuels and fuel oils, Tables 5B and 6B (or Tables 53B and 54B) shall be used to determine the volume correction factor for conversion to gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius).

(ii) Liters shall be converted to gallons by dividing liters by 3.78541 liters per gallon or multiplying liters by 0.264172 gallons per liter. Should foreign law restrict conversion by this method, the method required by law shall be stated in the offer.

(iii) If the original measurement is by weight and invoice quantity is required by U.S. gallons, then--

(A) Volume XII of the adjunct to ASTM D 1250, Table 58, shall be used to convert metric tons to U.S. gallons at 60 degrees Fahrenheit. Convert kilograms to metric tons by dividing by 1,000.

(B) Volume XI of the adjunct to ASTM D 1250, Table 8, shall be used to convert pounds to U.S. gallons at 60 degrees Fahrenheit.

(2) **API MPMS Chapter 4, Proving Systems.** All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.

(DESC 52.211-9FA5)

F4 DELIVERY AND ORDERING PERIODS (DESC JUN 2002)

(a) The period of this contract during which the Ordering Officer may order and the Contractor shall deliver, if ordered, will be as follows unless the Schedule specifies otherwise:

(1) Ordering period begins: **Date of Award** and ends: **31 Dec 2007, with two 1-year option periods.**

(2) Delivery period begins: **24 Hours after Date of Award** and ends: **24 hours after the end of the ordering period.**

(b) Notwithstanding the foregoing, deliveries prior to the delivery period, made at the option of the Contractor and pursuant to an order by the Government, shall be deemed to have been made under this contract at the applicable contract price(s).

(DESC 52.242-9F75)

F98 DELIVERY CONDITIONS FOR ALL GRADES OF MOTOR GASOLINE AND AVIATION FUELS (DESC OCT 1992)

(a) The Contractor shall comply with National Fire Protection Association (NFPA) standards and any other Federal, State, or local safety measures and environmental requirements applicable to the geographic location of the receiving activity. Special attention should be given to the safety measures required for items calling for truck-to-truck or truck-to-drum delivery of motor gasoline or aviation fuels (section 5 of the NFPA 30 standards for such measures as static protection, bonding/grounding procedures, etc.).

(b) The Contractor shall be responsible for using delivery conveyances that carry vapor recovery systems compatible with the storage/equipment used to receive motor gasoline or aviation fuel at the receiving activity. Further, the vapor recovery system on each conveyance shall be in compliance with the regulations promulgated by the U.S. Environmental Protection Agency or any other responsible State or local authority having jurisdiction over recovery of gasoline vapors.

(DESC 52.242-9FC1)

G3 INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected.

(DESC 52.211-9FH5)

G3.01 PAYMENT DUE DATE (DESC OCT 1988)

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday.

(DESC 52.232-9F45)

G9.11 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999)

(a) As provided in paragraph (b) of the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) DESIGNATED OFFICE.

Name: DESC-P

Mailing Address: 8725 JOHN J. KINGMAN ROAD
FORT BELVOIR, VA 22060-6222

Telephone Number(s): (703) 767-9519 / 9510 / 9536

Person(s) to Contact: GLORIA EDMONDS / TIFFANY WILSON / ERIC MOORE

Electronic Address: gloria.edmonds@dla.mil / tiffany.wilson@dla.mil / eric.moore@dla.mil

(FAR 52.232-35)

G9.14 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electric, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire Transfer System and, therefore, not the receiver of the wire transfer payment.

(FAR 52.232-38)

G150.06.100 SUBMISSION OF INVOICES FOR PAYMENT (FEMA) (DESC APR 2006)

NOTE 1: FACSIMILE INVOICING, if applicable shall be specified on individual orders.

NOTE 2: See paragraph (d) for invoicing for DETENTION/DEMURRAGE costs.

NOTE 3: INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS AND SHALL BE ROUNDED AS APPLICABLE.

Example: 7,529.4 = 7,529 or 7,529.5 = 7,530.

(a) INVOICING OF ORDERS.

(1) **PAYING OFFICE.** As specified on the order.

(2) CERTIFICATION OF RECEIPT.

(i) Receiving personnel will certify the receipt of fuel by preparing and signing one of the following documents:

(A) Standard Form 1449, Solicitation/Contract/Order for Commercial Items; or

(B) DD Form 250, Material Inspection and Receiving Report.

(ii) Payments to the Contractor will be based on the receipt of the "paying copies" of the receiving report to DESC-FII, Fort Belvoir, VA, and payment will be made in accordance with the terms of the contract.

(iii) PC&S DELIVERIES.

(A) Overbillings--

(a) That are less than or equal to 0.5 percent of the quantity listed on the receiving document will be paid as originally invoiced by the Contractor when the overbilled quantity is solely a result of a difference in measurement techniques.

(b) That exceed 0.5 percent of the quantity listed on the receiving document will be paid based on the corrected quantity as determined by the activity and annotated on the activity's receiving document.

(B) Underbillings will be paid as invoiced.

(C) Notwithstanding any permissible variation percentage, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity. Payment shall be made for quantity within this allowable variation listed on the receiving document as received and accepted by the activity and invoiced by the Contractor.

(iv) The receiving activity will transmit one paying copy of the applicable form listed in (i) above to DESC-FII, Fort Belvoir, VA, within 24 hours after receipt of product.

(3) SUBMISSION OF INVOICES.

(i) The Contractor shall submit an invoice for each item for no more or less than the total daily delivered quantity.

(ii) Invoices submitted for payment shall be submitted in duplicate. The submission shall include an original invoice clearly marked **ORIGINAL** and one copy clearly marked **INVOICE COPY**. A carbon copy may be submitted as an original provided it is clearly marked **ORIGINAL** as stated above.

(b) INVOICING OF ORDERS PLACED BY ALL OTHER FEDERAL AGENCIES.

(1) **PAYING OFFICE.** Invoices shall be forwarded to the applicable paying office in accordance with instructions contained on the order.

(2) **SUBMISSION OF INVOICES (except for the United States Postal Service).** On orders placed by activities of Federal Departments other than those covered under (a) above, invoices for all deliveries shall be prepared and submitted as instructed by those activities on the order by the Ordering Officer. Such activities placing orders under this contract will furnish the Contractor with

(G150.06.100 CONT)

the name and proper address of the activity to whom invoices shall be rendered. Tax exemption certificates shall be processed in accordance with procedures stated in the TAX EXEMPTION CERTIFICATES clause.

(c) **SUBMISSION AND CERTIFICATION OF INVOICES FOR FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA). Certification of Invoice.** The Contractor agrees that submission of an invoice to the Government for payment is a certification that the invoiced quantities have been delivered in accordance with instructions issued by the FEMA.

(d) **INVOICING IDLE/DETENTION TIME AND TRAVEL COST.** Idle/Detention time and travel cost will be invoiced under a separate line item (refer to the attached Offer Submission Package, OSP).

(DESC 52.232-9F90)

11.01-1.100 DEFINITIONS FEMA (DESC APR 2006)

As used throughout this contract, the following terms shall have the meanings set forth below.

(a) **Quality Representative (QR)** includes the terms Quality Assurance Representative (QAR) and Quality Surveillance Representative (QSR).

(1) The QAR is a Government Representative authorized to represent the Contracting Officer to assure the Contractor complies with the contractual requirements in furnishing petroleum products and services.

(2) The QSR is a Government Representative authorized to represent the Contracting Officer to assure the Contractor complies with the contractual requirements in furnishing services.

(b) The acronym **TK** means tanker, **B** means barge, **TC** means tank car, **T** means truck, **TT** means transport truck, **TTR** means truck and trailer, **TW** means tank wagon, **P** means pipeline, and **MSS** means Marine Service Station. The acronyms or terms **TT** or **transport truck** and **TTR** or **truck and trailer** mean tank truck equipment, whereas the acronym or term **T** or **truck** means truck equipment for hauling drummed or packaged supplies. The acronym **SW** means supplier's works, **CFD** means Contractor-furnished drum, and **GFD** means Government furnished drum.

(DESC 52.202-9F10)

11.20-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC JAN 2003)

(a) This clause incorporates contract clauses and solicitation provisions by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(b) The full text of any FAR, DFARS, or DLAD solicitation clause or provision may be accessed electronically at these addresses:

FAR/DFARS: <http://farsite.hill.af.mil>
DLAD: <http://www.dla.mil/j-3/j-336>

(c) **All DESC clauses and provisions are contained in full text in this document.**

(d) **Solicitation Provisions Only.** The offeror is cautioned that the solicitation provisions listed in (e)(1) below may include blocks that must be completed by the offeror and submitted with its quotation or offer. As long as the offeror identifies the solicitation provision by number, the offeror may simply complete those paragraphs requiring fill-in information to submit with its quotation or offer. In addition to the solicitation provisions listed in (e)(1) below, the contract clauses listed in (e)(2) below shall apply to any resultant contract but do not require the submission of additional offer information.

(e) The following FAR/DFARS/DLAD contract clauses and solicitation provisions are hereby incorporated by reference in addition to those listed in the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS and the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS clauses:

(1)

<u>SOLICITATION PROVISION NUMBER</u>	<u>REGULATORY NUMBER</u>	<u>PROVISION TITLE</u>
L2.10	FAR 52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
L2.10-1	FAR 52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY

(II.20-1 CONT)

(2)

<u>CONTRACT CLAUSE NUMBER</u>	<u>REGULATORY NUMBER</u>	<u>CLAUSE TITLE</u>
E5	FAR 52.246-2	INSPECTION OF SUPPLIES – FIXED PRICE (AUG 1996)
E40	DFARS 252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)
I1.07	DFARS 252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)
I11.04	FAR 52.242-13	BANKRUPTCY (JUL 1995)
I33	FAR 52.232-17	INTEREST (JUN 1996)
I171.01-1	FAR 52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)
I171.07	FAR 52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (JAN 1999)
I1.04	FAR 52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (OCT 2003)
[X] (1) 52.203-6 Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).		
[X] (3) 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer.) (15 U.S.C. 657a).		
[X] (7) 52.219-8 Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)).		
[X] (8) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637 (d)(4)). [X] (iii) Alternate II (Oct 2001) of 52.219-9.		
[X] (9) 52.219-14 Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).		
[X] (12) 52.219-26 Small Disadvantaged Business Participation Program – Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).		
[X] (13) 52.222-3 Convict Labor (Jun 2003) (E.O. 11755).		
[X] (14) 52.222-19 Child Labor – Cooperation with Authorities and Remedies (Sep 2002) (E.O. 13126).		
[X] (15) 52.222-21 Prohibition of Segregated Facilities (Feb 1999).		
[X] (16) 52.222-26 Equal Opportunity (Apr 2002) (E.O. 11246).		
[X] (17) 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).		
[X] (18) 52.222-36 Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).		
[X] (19) 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).		
[X] (21) 52.225-1 Buy American Act – Supplies (Jun 2003) (41 U.S.C. 10a-10d).		
[X] (22) (i) 52.225-3 Buy American Act – North American Free Trade Agreement – Israeli Trade Act (Jun 2003) (41 U.S.C 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).		
[X] (23) 52.225-5 Trade Agreements (Oct 2003) (19 U.S.C 2501, et seq., 19 U.S.C. 3301 note).		
[X] (27) 52.232-29 Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).		

(DESC 52.252-9F08)

II.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUL 2006)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

[X] 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(I1.05 CONT)

- [X] 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
- [X] 252.225-7036 Buy American Act – Free Trade Agreements – Balance of Payments Program (JUN 2006) 41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
[] Alternate I (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- [X] 252.232-7003 Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).
- [X] 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(DFARS 252.212-7001)

I11.01-2 ADMINISTRATIVE COST OF TERMINATION FOR CAUSE – COMMERCIAL ITEMS (DESC FEB 1996)

- (a) In the event this contract is terminated for cause, in whole or in part, the Government will incur administrative costs.
- (b) The Contractor agrees to pay all administrative costs associated with a contract termination action. The minimum amount the Contractor shall pay for each termination action is \$500. This payment for administrative costs is in addition to any excess reprocurement costs and any other remedies or damages resulting from the termination.
- (c) The term **termination action**, as used herein, means the termination for cause, including any associated reprocurement effort, involving--
 - (1) Any single order or any group of orders terminated together;
 - (2) Any item or group of items terminated together; or
 - (3) The entire contract.

(DESC 52.249-9F20)

I28.01 FEDERAL, STATE, AND LOCAL TAXES (DESC AUG 2003) (DEVIATION)

- (a) As used in this clause--
 - (1) **After-imposed tax** means any new or increased Federal, State, or local tax that the Contractor is required to pay or bear the burden of as the result of legislative, judicial, or administrative action taking effect after the contract date.
 - (2) **After-relieved tax** means any amount of Federal, State, or local tax that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear the burden of, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.
 - (3) **All applicable Federal and State taxes** means all excise taxes that the taxing authority is imposing and collecting on the transactions or property covered by this contract pursuant to written ruling or regulation in effect on the contract date.
 - (4) **Contract date** means the date set for bid opening or, if this is a negotiated contract or a modification, the date set for final revised prices.
 - (5) **Local taxes** means taxes levied by the political subdivisions of the States, District of Columbia, or outlying areas of the United States, e.g., cities and counties.
 - (6) **Outlying areas** means—
 - (i) **Commonwealths.** Puerto Rico and The Northern Mariana Islands;
 - (ii) **Territories.** American Samoa, Guam, and The U.S. Virgin Islands; and
 - (iii) **Minor outlying islands.** Baker Island; Howland Island, Jarvis Island; Johnston Atoll; Kingman Reef; Midway Islands; Navassa Island; Palmyra Atoll; and Wake Atoll.
 - (7) **State taxes** means taxes levied by the States, the District of Columbia, or outlying areas of the United States.
 - (8) **Tax** means taxes, duties and environmental or inspection fees, except social security or other employment taxes.
- (b) The contract price includes all applicable Federal, State, and local taxes, except as otherwise provided. (See either the **FEDERAL AND STATE TAXES/FEES EXCLUDED FROM CONTRACT PRICE** clause or the **FEDERAL, STATE, AND LOCAL TAXES AND FEES** clause.)
- (c) The contract price shall be increased by the amount of any after-imposed tax if the Contractor states in writing that the contract price does not include any contingency for such tax.
- (d) The contract price shall be decreased by the amount of any after-relieved tax.

(I28.01 CONT)

(e) The contract price shall also be decreased by the amount of any tax that the Contractor is required to pay or bear the burden of, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) The Contractor shall promptly notify the Contracting Officer of all matters relating to any tax that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(g) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(DESC 52.229-9F15)

I28.02-2 FEDERAL, STATE, AND LOCAL TAXES AND FEES (DESC JUL 2006)

(a) **FEDERAL EXCISE TAXES EXCLUDED.** Contract prices for fuel and fuel oils furnished under this contract exclude Federal Excise Taxes (FET). A Contractor not permitted by Internal Revenue Service (IRS) regulations to sell tax-free fuel must state that in its offer. Contractors shall invoice applicable FET as follows:

(1) **GASOLINE/GASOHOL.** Unless an exemption applies, include the FET as a separate item on the Contractor's invoice.

(2) **AVIATION GASOLINE.** Unless an exemption applies, include the FET as a separate item on the Contractor's invoice.

(3) **FUEL OIL (BURNER GRADES) NUMBERS 1, 2, 4, 4 (LIGHT), 5(LIGHT), 5(HEAVY), AND 6.** There is no FET on fuel oils (burner grades). Lighter grades (numbers 1, 2, and 4 (light)) must be dyed. Contractors are responsible for obtaining fuel oils (burner grades 1, 2 and 4 (light)) meeting IRS dyeing requirements.

(4) **DIESEL AND NONAVIATION GRADE KEROSENE FUEL.**

(i) **UNDYED DIESEL AND UNDYED NONAVIATION KEROSENE FUEL.** Unless an exemption applies, include the FET as a separate item on the Contractor's invoice.

(ii) **DYED DIESEL AND DYED NONAVIATION KEROSENE FUEL.** There is no FET on dyed diesel and dyed nonaviation kerosene fuel.

(iii) **JPTS, JP4 AND JET B.** Unless an exemption applies, include the FET as a separate item on the Contractor's invoice. (A Vessel of War exemption certificate will be provided to support sale of these fuels without tax to all military aircraft.)

(5) **KEROSENE FOR USE IN NONCOMMERCIAL AVIATION (JET FUEL).** Effective October 1, 2005, only the registered ultimate vendor may claim a refund for kerosene used in noncommercial aviation for use in military aircraft. An ultimate vendor is a person that sells kerosene to an ultimate purchaser for use in noncommercial aviation. The ultimate vendor is the Contractor; DESC is the ultimate purchaser. Therefore, the Contractor shall not invoice FET. It shall only include the Leaking Underground Storage Tank (LUST) tax as part of the contract price for removal by truck or rail. The Contractor, as the ultimate vendor, must apply for recovery of FET.

(6) **BIODIESEL (B20).** Unless an exemption applies, include the FET as a separate item on the Contractor's invoice.

(7) **E85 (QUALIFIED ETHANOL).** Unless an exemption applies, include the FET as a separate item on the Contractor's invoice.

(b) **FEDERAL LEAKING UNDERGROUND STORAGE TANK (LUST) TAX INCLUDED.** Effective October 1, 2005, contract prices for all petroleum products including previously exempt (red dye) diesel fuels **INCLUDE** the Federal Leaking Underground Storage Tank (LUST) tax. The LUST tax does not apply to F76, FSII, FOR, SLOP, Burner Oil No. 5, Burner Oil Number 6 and lubes.

(c) **FEDERAL OIL SPILL LIABILITY TAX.** Effective April 1, 2006, contract prices for all petroleum products **INCLUDE** the Federal Oil Spill Liability Tax. This Spill Tax does not apply to FSII and SLOP.

(d) **STATE TAXES INCLUDED.** Unless an exemption applies, all contract prices **INCLUDE** State taxes. Examples of such taxes include excise, gross receipts, etc. The Contractor's invoice shall include a list of all State taxes that are included in the price, including the applicable rate.

(e) **LOCAL TAXES INCLUDED.** Unless an exemption applies, all contract prices **INCLUDE** local (city, county, etc.) taxes. The Contractor's invoice shall include a list of all local taxes that are included in the price, including the applicable rate.

(f) **ENVIRONMENTAL AND OIL SPILL TAXES AND INSPECTION FEES INCLUDED.** Unless an exemption applies, all contract prices **INCLUDE** State and local environmental and oil spill taxes and inspection fees.

(g) **LICENSES.** Federal, State, and local licenses or other requirements necessary to establish Contractor's entitlement to do business and/or to make tax-exempt sales under this contract are the Contractor's responsibility. Failure to obtain appropriate licenses or to follow required procedures shall preclude the reimbursement of taxes that would otherwise be exempt.

(DESC 52.229-9F25)

I84.100 REQUIREMENTS (FEMA) (APR 2006)

- (a) This is a requirements contract for the supplies or services specified and effective for the period stated in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED that the Contractor shall not be required to make any deliveries under this contract after:

01 JANUARY 2010.

(FAR 52.216-21)

I186.100 PROTECTION OF PROPERTY AND SPILL PREVENTION (FEMA) (APR 2006)

- (a) The Contractor shall use reasonable care to avoid damaging or contaminating existing buildings, equipment, asphalt pavement, soil, or vegetation (such as trees, shrubs, and grass) at the delivery location.
- (b) For deliveries to Government installations, if the Contractor fails to use reasonable care and damages or contaminates any buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities, he shall replace the damaged items or repair the damage at no expense to the Government and to the satisfaction of the Government. Further, if, as a result of the failure of the Contractor to comply with the requirements of this contract, Government buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities become damaged or destroyed, the Contractor shall replace or repair the damage at no expense to the Government, and to the satisfaction of the Government. Should the Contractor fail or refuse to make such repairs or replacements, the Government may have the said repairs or replacement accomplished, and the Contractor shall be liable for the cost thereof which may be deducted from the amounts which become due under this contract. Informal agreement with the Contractor upon replacement, repairs, or costs to be deducted shall first be attempted by the Installation Commander or Ordering Officer. If disagreement persists, the matter shall be referred to the Contracting Officer. Unless approved by the Contracting Officer, no costs shall be deducted from amounts due or owing without the Contractor's consent.
- (b) The Contractor shall take all measures as required by law to prevent oil spills (including, but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying or dumping into or onto any land or water). In the event the Contractor spills any oil (including, but not limited to, gasoline, diesel fuel, fuel oil, or jet fuel), the Contractor shall be responsible for the containment, cleanup, and disposal of the oil spilled. Should the Contractor fail or refuse to take the appropriate containment, cleanup, and disposal actions, the Government may do so itself. The Contractor shall reimburse the Government for all expenses incurred including fines levied by Federal, State, or local Governments.

(DESC 52.223-9F10)

I190.05 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C.11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

(FAR 52.223-5)

I209.07 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 DAYS. **PROVIDED**, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 31 DEC 2009.

(FAR 52.217-9)

I211 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from DATE OF AWARD through 31 DEC 2007.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(FAR 52.216-18)

K15.02 RELEASE OF UNIT PRICES (PC&S/BUNKERS/INTO-PLANE) (DESC APR 2005)

The Defense Energy Support Center (DESC) may release unit prices of successful offerors after the contract award pursuant to 10 U.S.C. 2305(g)(2), FAR 15.506(d)(2) and 32 CFR 286h-3. DESC may also release unit prices of unsuccessful offerors after contract award that are included in a Government document, such as the Bid Evaluation Model or other similar evaluation documents, in accordance with DoD 5400.7-R (C5.2.8.2). Unit prices are the bottom-line price per unit of product and may include the total contract price. They do not include any breakout of costs, such as transportation or overhead, and do not disclose the offeror's anticipated profit or any pricing factors.

(DESC 52.224-9F27)

ATTACHMENT 1**FEMA BASE REFERENCE PRICES - BASE REFERENCE DATE: 18 SEP 2006**

Line Item No.	Location	State	Escalation Reference	Base Reference Price
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(To be determined)